

Common Council Meeting Agenda



March 24, 2026 - 6:20 PM
(Following the Committee of the Whole Meeting)
Zoom Meeting ID: 841 0836 9320

Via Zoom: <https://us02web.zoom.us/j/84108369320>

This meeting will be held via electronic means, as approved by the Common Council, due to in-person absentee voting taking place in the Council Chambers.

Participants may join the meeting using the following Zoom link: <https://us02web.zoom.us/j/84108369320>, or by entering Meeting ID: 841 0836 9320. To find your local dial-in number, please visit: <https://us02web.zoom.us/u/k843DVwuy>

This agenda was amended on March 23, 2026, at 3:12 PM.

AGENDA

1. PRIVILEGE OF THE FLOOR

Each speaker will be limited to three (3) minutes. The Privilege of the Floor session shall not exceed a total of thirty (30) minutes, unless extended by the Common Council.

2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

4. APPROVAL OF MINUTES

A. March 10, 2026, Common Council Meeting Minutes

5. REPORTS

A. City Clerk

B. Council President

C. Mayor

6. COMMUNICATIONS

7. FOURTH OF JULY COMMISSOIN

A. Discussion and possible recommendation to the Common Council to approve a contract with Pat's Services, Inc., in the amount of \$10,645, for portable sanitation services for the 4th of July Festival, to be provided from July 1 through July 6, 2026

Suggested Motion: *"I move to approve the contract with Pat's Services, as outlined in the agenda packet and approved unanimously by the Fourth of July Commission on October 22, 2025.*

B. Discussion and possible recommendation to the Common Council to approve a contract with BCI Entertainment, LLC, in the amount of \$25,000, for the 4th of July Festival drone show to be held on Thursday, July 2, 2026.

Suggested Motion: *"I move to approve the contract with BCI Entertainment, LLC, as outlined in the agenda packet and approved unanimously by the Fourth of July Commission on January 28, 2026.*

- C. Discussion and possible recommendation to the Common Council to approve a contract with Area Tent, in the amount of \$22,823.03, for rentals and related services for the 4th of July Festival, to be provided from July 3 through July 5, 2026.

Suggested Motion: *"I move to approve the contract with Area Tent, as outlined in the agenda packet and approved unanimously by the Fourth of July Commission on October 22, 2025.*

8. DEFERRED, REFERRED & TABLED ITEMS

9. ITEMS REMOVED FROM CONSENT AGENDA, if any

10. CONSENT AGENDA-----

Items under the Consent Agenda have passed unanimously by the Committee of the Whole. Items not passed by a unanimous vote will be removed from consent agenda and will be considered separately.

11. MINUTES

- A. March 10, 2026, Committee of the Whole Meeting Minutes

12. UTILITY & FINANCE

- A. Discussion and possible recommendation to the Common Council to approve the March 25, 2026, Water Utility claims in the amount of \$15,714.08, Sewer Utility claims in the amount of \$317,776.83, and General City claims in the amount of \$679,777.43, including General City claims checks dated March 4, 2026, in the amount of \$284,955.97, tax overpayment checks totaling \$12,617.81, and a We Energies EFT payment of \$97,672.76.

13. MISCELLANEOUS

- A. Department of Community Development Update
- B. Discussion and possible recommendation to the Common Council to approve Resolution No. 2026-03 authorizing the Emergency Management Manager, Jim Burns, Department of Community Development, to submit an application and supporting worksheets to the State of Wisconsin Disaster Fund (WDF) for potential reimbursement of eligible expenses incurred by the City during response and recovery efforts related to the August 2025 flood event.
- C. Discussion and possible recommendation to the Common Council to approve the 2026 Roadway Maintenance Joint and Crack Cleaning and Sealing Project contract with Thunder Road, LLC, and inspection services by Ruckert & Mielke, Inc., contingent upon receipt of a signed agreement and certificate of insurance.
- D. Discussion and possible recommendation to the Common Council to approve an agreement with CBS2 for inspection services associated with the 2026 Roadway Rehabilitation portion of the Greenridge Watermain Replacement Project, contingent upon receipt of a signed agreement and certificate of insurance.
- E. Discussion and possible recommendation to the Common Council to deny the base bid and Alternates 1 and 2, for a total of \$847,560, from Level Up Construction for the Live Fire Training Tower Rehabilitation Project, based on a determination that it is in the best interest of the City.
- F. Discussion and possible recommendation to the Common Council to approve a contract with Chrome Fireworks, in the amount of \$40,000, for the 4th of July fireworks display.

14. END CONSENT AGENDA-----

15. CLOSED SESSION

- A. *The Common Council may convene in closed session pursuant to Wis. Stat. § 19.85(1)(g) to confer with legal counsel who is rendering oral or written advice concerning strategy to be adopted with respect to pending or threatened litigation in which the City is or is likely to become involved:*
- B. New Berlin Citizens United Board of Appeals Case and Petition for Writ of Mandamus by DeMoCat, LLC. et al. vs. City of New Berlin

16. RECONVENE TO OPEN SESSION

17. ADJOURN

Additional Information

- The agenda packet with supplemental information related to the agenda items is available online at www.NewBerlinWi.gov. Once finalized by the governing body, approved meeting minutes are also posted online.
- The governing body may consider agenda items out of order
- Members, and potentially a quorum of other governmental bodies of the municipality, may be present at the meeting to gather information. No action will be taken by any governmental body other than the one referenced in this notice.
- With reasonable notice, accommodations will be provided under the Americans with Disabilities Act to meet the needs of individuals with disabilities through appropriate aids and services. For more information or to request assistance, please contact the Office of the City Clerk at (262) 786-8610.



REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager
Eric Snodgrass, Ast. Recreation Manager
Polly Oldenburg, 4th of July Coordinator

DATE: 3-13-26

REQUESTED ACTION: Recommend to the Common Council approval of a contract with Pat’s Services, INC. in the amount of \$10,645 for 4th of July Festival for portable sanitation services for July 1st-July 6th 2026, as approved by the 4th of July Commission on October 22, 2025.

RATIONALE/BACKGROUND: Per the 4th of July Contract Policy, any contract with a face value or aggregate value of \$10,000 or more must be approved by the Common Council. Therefore, the Commission respectfully recommends the Common Council’s approval of this agreement with Pat’s Services, INC. in the amount of \$10,645. This agreement has been reviewed and approved as to its form by the City Attorney.

**CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS OF SERVICE**

1. Introduction. This document (hereinafter referred to as “Terms and Conditions”) is hereby incorporated and part of the contract between the City of New Berlin (hereinafter referred to as “City”) and the Service Provider identified below (hereinafter referred to as “Service Provider”). These Terms and Conditions, along with the Scope of Services and any attachments thereto, shall constitute the entire contract for material, work and other Services, collectively referred as to the “Services” between the City and the Service Provider. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned Scope of Services. These Terms and Conditions are solely for the benefit of the City and the Service Provider and are not intended for the benefit of any other party.

2. Proposal. The Service Provider is solely responsible for, and shall have sole control of, construction methods, sequences and coordination of all work described in the Scope of Services, unless expressly stated to the contrary. If no Scope of Services is attached to this agreement, the parties agree that the following description of the services to be provided, as well as the compensation to be provided for those services shall apply: _____

Dates on which services are to be provided: July 1st through July 5th, 2026

The Services being provided hereunder shall be completed on or before: July 5th, 2026

The cost of the Services being provided are as follows: \$10,645.00

3. Services and/or Construction Materials. All materials and work shall be furnished in accordance with normal industry standards and practices. Service Provider agrees to provide the services set forth in the Scope of Services in a good and workmanlike manner, in accordance with the professional practices of the profession.

4. Access to the Site. The City shall provide access to the Service Provider to work in and on City property.

5. Storage of Materials. The storage of materials and storage of Contractor’s equipment shall be the responsibility of the Contractor. The City agrees to maintain access for the Contractor at the project site and to keep the project site free from obstructions and conflicting work. The Contractor shall be responsible for obtaining builders risk insurance coverage and in general, for insuring the materials and work being provided hereunder.

6. Insurance. Service Provider shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business

in the State of Wisconsin, and with such limits as the City may establish and require from time to time. Service Provider shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on an occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Service Provider agrees to require that the insurer list the City as an Additional Insured on a primary and noncontributory basis and to provide adequate evidence of said status through a liability insurance endorsement. Service Provider shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.

7. Independent Service Provider. The parties warrant that no employer/employee relationship is established between the Service Provider and the City by virtue of the terms of this contract. It is understood by the parties hereto that the Service Provider is an independent Service Provider and as such, neither it nor its employees if any are employees of the City for purposes of tax, retirement system or social security withholding.

8. Records and Reports. Records relating to the performance of the services under this contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved. Notwithstanding any other clause written herein, Service Provider understands and agrees that the City is a municipal entity and therefore, is subject to the Open Records Law of the State of Wisconsin. Wisconsin Statute §19.36(3) requires governmental entities to make available for inspection a copy of any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any other documentation pertaining to this agreement, Service Provider shall provide the information as requested and charge no more than the cost to copy said information. The parties agree that upon completion or termination of this contract, all project contract documents or instruments of service, including electronic files of computer-aided record drawings and field inspection reports shall be delivered to and shall become the property of the City. These records, drawings, reports, etc. may be used without restriction by the City for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the project shall be without compensation or liability to the Service Provider, excepting for errors and omissions associated with the completed project, services and documents performed under this agreement.

9. Advertisements. Service Provider shall not identify the City as a client or customer of the Service Provider, or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

10. Changes. In the event that the parties determine that a modification to the terms of the providing of these Services or services are necessary, said change shall not be effective unless executed by authorized representatives of both parties.

11. Delay. Work shall be completed within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the Contract.

12. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

13. Limitation on Liability. The City's liability to the Service Provider shall not exceed the sums paid by the City to the Service Provider under this contract. In addition, to the extent that the Service Provider seeks indemnification from the City and the City consents to provide such indemnity, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereinunder shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin law. The City's obligations to indemnify hereunder are further subject to the availability limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Service Provider for its own negligence or intentional conduct.

14. Modification and Assignability. This contract, including all documents incorporated by reference herein, may not be enlarged, modified or altered except upon written agreement signed by both parties. The Service Provider may not subcontract or assign its rights, including rights to compensation, or terms of performance arising hereunder without the prior written consent of the City. Any subcontractor or assignee shall be bound by all of the terms and conditions of the contract, and will be required to enter into a written agreement with the City.

15. Termination of Contract. This contract may be terminated as follows:

- A. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the continuation of the project is not in the best interests of the City. Service Provider shall be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Service Provider be entitled to any penalty for the termination nor shall the Service Provider be entitled to any payment for lost profits.
- B. *Termination for Cause.* If the City determines that the Service Provider has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Service Provider of any such deficiency and in the

event that the Service Provider fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Service Provider will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Service Provider's failure to comply with the terms of the contract. Under no circumstances shall the Service Provider be entitled to any lost profits arising from the contract.

16. Warranty. Contractor warrants and guarantees to City that all materials and equipment and the work to be performed hereunder will be of good quality and free from faults and defects. This warranty shall cover materials for the manufacturer stated warranty period and workmanship for one (1) year from the date of substantial completion or as provided in the Scope of Services attached hereto, whichever is greater.

17. Conflicts. If there is any inconsistency between these Terms and Conditions and the Scope of Services or any attachments thereto, these Terms and Conditions shall apply and will control.

18. Protection of the Project Site. Contractor agrees to post signage and to appropriately guard the area in which the contract work is being performed, and to take all other steps that may be necessary in accordance with requirements of OSHA and/or other governmental agencies with jurisdiction to ensure that the project site is maintained in a safe manner so as to prevent workers and passersby from entering the project site.

19. Hold Harmless. The Service Provider will defend and hold harmless the City as and against any claims, actions, demands or causes of action brought by a third party for damages or losses arising out of Service Provider's performance of the work under these Terms and Conditions and the attached Scope of Services. Said indemnification shall include the City's actual attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct.

20. Indemnity. The City shall not be liable for failure on the part of the Service Provider or any other party performing under this contract in accordance with all applicable laws and regulations. Service Provider waives any and all claims and recourse against the City including the right of contribution for loss of damage to persons or property arising out of or growing out of or in any way connected with or incident to the performance of this contract, except for liability arising out of the sole negligence of the City or its officers, agents or employees.

21. Working Hours. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time or on legal holidays must be specifically approved by the City.

22. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and represents the complete understanding of the parties

with respect to the subject matter set forth herein, and may only be amended in a subsequent agreement executed by all parties.

23. Ongoing Services. If this is a contract for ongoing services, the parties shall indicate that fact by initially this paragraph in the margin, indicating this paragraph applies. The parties agree that these Terms and Conditions shall be applicable to an ongoing series of Services, which may be entered into and arranged between the parties from time to time during the period of time commencing _____ and concluding on _____, inclusive. A separate proposal and/or description of Scope of Services shall be provided for in each instance where the Service Provider is providing services to the City; however, in all instances of any work being provided by the Service Provider during the aforementioned time period, this set of Terms and Conditions shall apply.

24. COVID-19 Pandemic. The Service Provider acknowledges that in December of 2019 a novel strain of the Coronavirus (now referenced as COVID-19) was detected and has now spread throughout many countries, including the United States. Based upon this, the World Health Organization has declared a Public Health Emergency of international concern; and the United States Department of Health and Human Services has declared a Public Health Emergency. The Service Provider further acknowledges that it is aware of the COVID-19 pandemic and that the existence of said pandemic will not constitute a force majeure or otherwise preclude the Service Provider's ability to perform the terms of this agreement absent the issuance of any Order by a governmental entity with jurisdiction that would preclude such performance.

CITY:
City of New Berlin

SERVICE PROVIDER:

Pat's Services, Inc.
[Insert Service Provider Name]

By: _____

By: _____

Katie Roth / Recreation Manager
[Print Name & Title]

[Print Name & Title]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTOR'S BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part, by:
 - a. Your premises; or
 - b. Your negligent acts or omissions in connection with "Your work" for that additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide such additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
 3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:

a. "Bodily injury" or "property damage" occurring after:

- (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured 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 part of the same project.

b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including;

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. As respects the coverage provided under this endorsement, Paragraph **4.b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

4. Other insurance

b. Excess insurance

This insurance is excess over:

Any other valid and collectible insurance procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance procured by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess and as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverage **A.** and Coverage **B.** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.



REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager
Eric Snodgrass, Ast. Recreation Manager
Polly Oldenburg, 4th of July Coordinator

DATE: 3-13-26

REQUESTED ACTION: Recommend to the Common Council approval of a contract with BCI Entertainment LLC in the amount of \$25,000 for 4th of July Festival Drone show on Thursday, July 2nd, 2026, as approved by the 4th of July Commission on January 28th 2026.

FISCAL IMPACT: \$25,000 will be fundraised by the 4th of July commission in an effort to offset the expense of this year's Done Show.

RATIONALE/BACKGROUND: Per the 4th of July Contract Policy, any contract with a face value or aggregate value of \$10,000 or more must be approved by the Common Council. Therefore, the Commission respectfully recommends the Common Council's approval of this agreement with BCI Entertainment LLC in the amount of \$20,000. This agreement has been reviewed and approved as to its form by the City Attorney.

**CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS OF SERVICE**

1. Introduction. This document (hereinafter referred to as “Terms and Conditions”) is hereby incorporated and part of the contract between the City of New Berlin (hereinafter referred to as “City”) and the Service Provider identified below (hereinafter referred to as “Service Provider”). These Terms and Conditions, along with the Scope of Services and any attachments thereto, shall constitute the entire contract for material, work and other Services, collectively referred as to the “Services” between the City and the Service Provider. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned Scope of Services. These Terms and Conditions are solely for the benefit of the City and the Service Provider and are not intended for the benefit of any other party.

2. Proposal. The Service Provider is solely responsible for, and shall have sole control of, construction methods, sequences and coordination of all work described in the Scope of Services, unless expressly stated to the contrary. If no Scope of Services is attached to this agreement, the parties agree that the following description of the services to be provided, as well as the compensation to be provided for those services shall apply: _____

Dates on which services are to be provided: Thursday, July 2nd, 2026

The Services being provided hereunder shall be completed on or before: Thursday, July 2nd, 2026

The cost of the Services being provided are as follows: \$25,000

3. Services and/or Construction Materials. All materials and work shall be furnished in accordance with normal industry standards and practices. Service Provider agrees to provide the services set forth in the Scope of Services in a good and workmanlike manner, in accordance with the professional practices of the profession.

4. Access to the Site. The City shall provide access to the Service Provider to work in and on City property.

5. Storage of Materials. The storage of materials and storage of Contractor’s equipment shall be the responsibility of the Contractor. The City agrees to maintain access for the Contractor at the project site and to keep the project site free from obstructions and conflicting work. The Contractor shall be responsible for obtaining builders risk insurance coverage and in general, for insuring the materials and work being provided hereunder.

6. Insurance. Service Provider shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business

in the State of Wisconsin, and with such limits as the City may establish and require from time to time. Service Provider shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on an occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Service Provider agrees to require that the insurer list the City as an Additional Insured on a primary and noncontributory basis and to provide adequate evidence of said status through a liability insurance endorsement. Service Provider shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.

7. Independent Service Provider. The parties warrant that no employer/employee relationship is established between the Service Provider and the City by virtue of the terms of this contract. It is understood by the parties hereto that the Service Provider is an independent Service Provider and as such, neither it nor its employees if any are employees of the City for purposes of tax, retirement system or social security withholding.

8. Records and Reports. Records relating to the performance of the services under this contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved. Notwithstanding any other clause written herein, Service Provider understands and agrees that the City is a municipal entity and therefore, is subject to the Open Records Law of the State of Wisconsin. Wisconsin Statute §19.36(3) requires governmental entities to make available for inspection a copy of any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any other documentation pertaining to this agreement, Service Provider shall provide the information as requested and charge no more than the cost to copy said information. The parties agree that upon completion or termination of this contract, all project contract documents or instruments of service, including electronic files of computer-aided record drawings and field inspection reports shall be delivered to and shall become the property of the City. These records, drawings, reports, etc. may be used without restriction by the City for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the project shall be without compensation or liability to the Service Provider, excepting for errors and omissions associated with the completed project, services and documents performed under this agreement.

9. Advertisements. Service Provider shall not identify the City as a client or customer of the Service Provider, or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

10. Changes. In the event that the parties determine that a modification to the terms of the providing of these Services or services are necessary, said change shall not be effective unless executed by authorized representatives of both parties.

11. Delay. Work shall be completed within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the Contract.

12. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

13. Limitation on Liability. The City's liability to the Service Provider shall not exceed the sums paid by the City to the Service Provider under this contract. In addition, to the extent that the Service Provider seeks indemnification from the City and the City consents to provide such indemnity, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereinunder shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin law. The City's obligations to indemnify hereunder are further subject to the availability limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Service Provider for its own negligence or intentional conduct.

14. Modification and Assignability. This contract, including all documents incorporated by reference herein, may not be enlarged, modified or altered except upon written agreement signed by both parties. The Service Provider may not subcontract or assign its rights, including rights to compensation, or terms of performance arising hereunder without the prior written consent of the City. Any subcontractor or assignee shall be bound by all of the terms and conditions of the contract, and will be required to enter into a written agreement with the City.

15. Termination of Contract. This contract may be terminated as follows:

- A. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the continuation of the project is not in the best interests of the City. Service Provider shall be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Service Provider be entitled to any penalty for the termination nor shall the Service Provider be entitled to any payment for lost profits.
- B. *Termination for Cause.* If the City determines that the Service Provider has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Service Provider of any such deficiency and in the

event that the Service Provider fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Service Provider will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Service Provider's failure to comply with the terms of the contract. Under no circumstances shall the Service Provider be entitled to any lost profits arising from the contract.

16. Warranty. Contractor warrants and guarantees to City that all materials and equipment and the work to be performed hereunder will be of good quality and free from faults and defects. This warranty shall cover materials for the manufacturer stated warranty period and workmanship for one (1) year from the date of substantial completion or as provided in the Scope of Services attached hereto, whichever is greater.

17. Conflicts. If there is any inconsistency between these Terms and Conditions and the Scope of Services or any attachments thereto, these Terms and Conditions shall apply and will control.

18. Protection of the Project Site. Contractor agrees to post signage and to appropriately guard the area in which the contract work is being performed, and to take all other steps that may be necessary in accordance with requirements of OSHA and/or other governmental agencies with jurisdiction to ensure that the project site is maintained in a safe manner so as to prevent workers and passersby from entering the project site.

19. Hold Harmless. The Service Provider will defend and hold harmless the City as and against any claims, actions, demands or causes of action brought by a third party for damages or losses arising out of Service Provider's performance of the work under these Terms and Conditions and the attached Scope of Services. Said indemnification shall include the City's actual attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct.

20. Indemnity. The City shall not be liable for failure on the part of the Service Provider or any other party performing under this contract in accordance with all applicable laws and regulations. Service Provider waives any and all claims and recourse against the City including the right of contribution for loss of damage to persons or property arising out of or growing out of or in any way connected with or incident to the performance of this contract, except for liability arising out of the sole negligence of the City or its officers, agents or employees.

21. Working Hours. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time or on legal holidays must be specifically approved by the City.

22. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and represents the complete understanding of the parties

with respect to the subject matter set forth herein, and may only be amended in a subsequent agreement executed by all parties.

23. Ongoing Services. If this is a contract for ongoing services, the parties shall indicate that fact by initially this paragraph in the margin, indicating this paragraph applies. The parties agree that these Terms and Conditions shall be applicable to an ongoing series of Services, which may be entered into and arranged between the parties from time to time during the period of time commencing _____ and concluding on _____, inclusive. A separate proposal and/or description of Scope of Services shall be provided for in each instance where the Service Provider is providing services to the City; however, in all instances of any work being provided by the Service Provider during the aforementioned time period, this set of Terms and Conditions shall apply.

24. COVID-19 Pandemic. The Service Provider acknowledges that in December of 2019 a novel strain of the Coronavirus (now referenced as COVID-19) was detected and has now spread throughout many countries, including the United States. Based upon this, the World Health Organization has declared a Public Health Emergency of international concern; and the United States Department of Health and Human Services has declared a Public Health Emergency. The Service Provider further acknowledges that it is aware of the COVID-19 pandemic and that the existence of said pandemic will not constitute a force majeure or otherwise preclude the Service Provider's ability to perform the terms of this agreement absent the issuance of any Order by a governmental entity with jurisdiction that would preclude such performance.

CITY:
City of New Berlin

SERVICE PROVIDER:
Northern Lights Drone Shows
[Insert Service Provider Name]

By: _____

By: _____

[Print Name & Title]

[Print Name & Title]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2026

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

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

PRODUCER Coverra Insurance Services, Inc. 535 Industrial Drive P.O. Box 253 Sparta WI 54656	CONTACT NAME: Rebecca Stritchko PHONE (A/C, No, Ext): 608-269-2127 FAX (A/C, No): 608-269-2130 E-MAIL ADDRESS: rstritchko@coverrainurance.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED BCI Entertainment LLC 8425 Highway 38 Caledonia WI 53108-9608	INSURER A : SECURA INS A MUT CO NAIC # 22543	
	INSURER B : Kinsale Insurance Company NAIC # 38920	
	INSURER C : CINCINNATI INS CO NAIC # 10677	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1720357412

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
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Drone Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	0100329926-1	10/18/2025	10/18/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENP 0760632	10/18/2025	10/18/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENP 0760632	10/18/2025	10/18/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WC3379263	12/31/2025	12/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Drone Pyro Technic Sublimit			0100329926-1	10/18/2025	10/18/2026	Liability Sublimit \$ 500,000

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

Drone Liability policy includes blanket additional insured endorsement including primary & non-contributory and waiver of subrogation

Workers Compensation policy includes blanket waiver of subrogation

Auto policy includes \$100,000 in hired physical damage auto coverage for rented vehicles - \$500 comprehensive & collision deductibles applied

Drone Liability policy includes \$500,000 per occurrence/aggregate limit for Fireworks & Pyrotechnics coverage

The City of New Berlin, its officers, elected and appointed employees, agents and volunteers are listed as an additional insured on a primary and See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of New Berlin
 3805 S Casper Dr
 New Berlin WI 53151
 United States

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Coverra Insurance Services, Inc.		NAMED INSURED BCI Entertainment LLC 8425 Highway 38 Caledonia WI 53108-9608	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

non-contributory basis. The City of New Berlin shall receive 10 days written notice if policies are cancelled for nonpayment, and 30 days notice if cancelled for other reasons

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT - SCHEDULED -
PRIMARY AND NON-CONTRIBUTORY**

<i>Attached To and Forming Part of Policy</i> 0100329926-0	<i>Effective Date of Endorsement</i> 10/18/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Bear Country Inc & Bear Country Holding LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance under the following:

**AVIATION COMMERCIAL GENERAL LIABILITY COVERAGE
AVIATION PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
UNMANNED AERIAL SYSTEMS OPERATIONS LIABILITY COVERAGE
UNMANNED AERIAL SYSTEMS HULL AND OPERATIONS LIABILITY COVERAGE**

SCHEDULE

Name of Person(s) or Organization(s)	Address
Blanket, as required by written contract, executed prior to the start of work on the project.	Locations as required and specified by written contract, executed prior to the start of work on the project.

A. The **WHO IS AN INSURED** Section is amended to include as an Additional Insured any person or organization shown in the above Schedule that you are required to include as an Additional Insured on this Policy by written contract in effect during the "policy period" and executed prior to the "occurrence" resulting in "bodily injury" or "property damage", offense resulting in "personal and advertising injury", "aircraft loss", or "grounding", but only for the vicarious liability imposed on the Additional Insured provided that such liability is caused by the sole negligent conduct of the "named insured" and is proximately caused by "your work" or "your product" for that Additional Insured.

However:

1. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
2. Such insurance will not be broader than that which you are required by the written contract to provide for such Additional Insured.

B. The insurance provided to the Additional Insured under this endorsement is limited as follows:

1. The insurance provided to the Additional Insured shall be excess with respect to any other valid and collectible insurance available to such Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.
2. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work or "your product" included in the "products-completed operations hazard" unless you are required to provide such insurance by written contract. If required, then insurance is provided only for "bodily injury" or "property damage" that occurs during the "policy period" arising out of "your work" or "your product".
3. Where there is no duty to defend the "named insured", there is no duty to defend the Additional Insured. Where there is no duty to indemnify the "named insured", there is no duty to indemnify the Additional Insured.
4. This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", "aircraft loss", or "grounding" arising out of:

- a. The sole negligence of the Additional Insured or any employee of the Additional Insured; or
 - b. Any obligation of the Additional Insured to indemnify another because of "damages" arising out of such injury or damage.
- C. With respect to the insurance afforded to the Additional Insured, the **LIMITS OF INSURANCE AND DEDUCTIBLE** Section is amended by adding the following:

The most we will pay on behalf of the Additional Insured is the amount of insurance:

- 1. Required by the written contract; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- D. Duties of the Additional Insured in the event of an "occurrence", offense, claim, or "suit":
- 1. The Additional Insured must promptly give notice of an "occurrence" claim, or "suit" to any other insurer which has insurance for a loss to which this insurance may apply.
 - 2. The Additional Insured must promptly tender the defense of any claim made or "suit" to any other insurer with a policy under which such Additional Insured may qualify as a Named Insured or Additional Insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SCHEDULE OF FORMS

<i>Attached To and Forming Part of Policy</i> 0100329926-0	<i>Effective Date of Endorsement</i> 10/18/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Bear Country Inc & Bear Country Holding LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

AVN1006-1122 - Unmanned Aerial Systems Hull and Operations Liability Declarations
 ADF9013-0524 - Notice - Where to Report a Claim
 ADF4001-0110 - Schedule of Forms
 ADF4002-0824 - Basis of Premium
 ADF4005-0721 - Composite Rate Endorsement
 AVN0007-0624 - Unmanned Aerial Systems Hull and Operations Liability Coverage Form
 AVN4009-0923 - Limitation - Independent Contractors or Subcontractors
 AVN4010-0923 - Contractual Liability Limitation
 CAS4018-1121 - Additional Policy Provisions - Premium
 ADF3003-0922 - Exclusion - Absolute Pollution and Pollution Related Liability
 ADF3010-0110 - Exclusion- Nuclear, Biological or Chemical Materials
 ADF3011-0115 - Exclusion of Other Acts of Terrorism Committed Outside the United States; Exclusion of Punitive Damages
 Related to a Certified Act of Terrorism; Cap on Losses from Certified Acts of Terrorism
 ADF3017-0622 - Exclusion - Biometric Information Privacy Laws
 AVN3004-0923 - Exclusion - New York
 AVN3005-0923 - Exclusion - West Virginia
 AVN3016-0923 - Exclusion - Injury to Independent Contractors
 AVN3020-0923 - Exclusion - Prior Work
 AVN3036-0324 - Absolute Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
 AVN5000-0923 - Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Automatic
 AVN5002-0923 - Additional Insured As Required By Written Contract - Trade Event - Primary and Non-Contributory
 AVN5005-0923 - Additional Insured - Primary And Non-Contributory Endorsement
 AVN5006-0923 - Additional Insured As Required By Written Contract - Scheduled - Primary And Non-Contributory
 AVN5009-0923 - Additional Insured As Required By Written Contract - Managers Or Lessors Of Premises
 AVN5010-0923 - Additional Insured As Required by Written Contract - Mortgagee, Assigner, Or Receiver
 AVN5011-0923 - Additional Insured - Lessor Of Leased Equipment - Automatic Status When Required In Lease Agreement
 With You
 AVN5012-0923 - Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits -
 Blankets
 ADF9010-0321 - Notice of Terrorism Insurance Coverage
 ADF9027-0418 - Policy Termination Notice to Third Party
 IL1201-1185 - Policy Changes (Amended Schedule of Covered Unmanned Aerial Systems and Values)
 IL1201-1185 - Policy Changes (Amended Exclusion - Special Base Provisions)
 IL0985-1220 - Disclosure Pursuant to Terrorism Risk Insurance Act
 ADF9004-0110 - Signature Endorsement
 ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

<i>Attached To and Forming Part of Policy</i> 0100329926-0	<i>Effective Date of Endorsement</i> 10/18/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Bear Country Inc & Bear Country Holding LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance under the following:

**AVIATION COMMERCIAL GENERAL LIABILITY COVERAGE
AVIATION PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
UNMANNED AERIAL SYSTEMS OPERATIONS LIABILITY COVERAGE
UNMANNED AERIAL SYSTEMS HULL AND OPERATIONS LIABILITY COVERAGE**

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is amended by adding the following:

We waive any right of recovery against any person or organization, because of any payment we make under this Policy, to whom the "insured" has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the "insured" has waived its right of recovery against such person or organization prior to loss.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> 0100329926-0	<i>Effective Date of Endorsement</i> 10/18/2024 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Bear Country Inc & Bear Country Holding LLC
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance under the following:

**AVIATION COMMERCIAL GENERAL LIABILITY COVERAGE
AVIATION PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
UNMANNED AERIAL SYSTEMS OPERATIONS LIABILITY COVERAGE
UNMANNED AERIAL SYSTEMS HULL AND OPERATIONS LIABILITY COVERAGE**

The insurance provided to an Additional Insured shall be excess with respect to any other valid and collectible insurance available to such Additional Insured unless the written contract specifically requires that this insurance apply on a primary and non-contributory basis, in which case this insurance shall be primary and non-contributory.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Entity Name	Contract or Project Number	Description of Work	Waiver Premium	Waiver Type
WI	Blanket Waiver of Subrogation		Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.		BLANKET

This endorsement changes the policy to which it is attached effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured Bear Country, Inc
Insurance Company

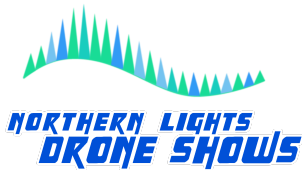
Policy No. 20-WC-003379263-2

Endorsement No. 000

Countersigned by

Premium \$

SECURA Insurance Company
WC 00 03 13
(Ed. 4-84)



8425 WI 38, Caledonia, WI 53108

DRONE LIGHT SHOW CONTRACT

This contract shall be effective the later of the dates signed below, by and between BCI Entertainment, LLC (dba Northern Lights Drone Shows and herein referred to as, "BCI") and _____.

Individual/Organization (herein, "Client"): _____

Contact Name (if different from above): _____

Mailing Address: _____

Email Address: _____ Phone: _____

Billing Contact Name: _____

Billing Address: _____

Billing Email Address: _____ Billing Phone: _____

This contract engages the services of BCI under the following terms:

1. PAYMENT TERMS:

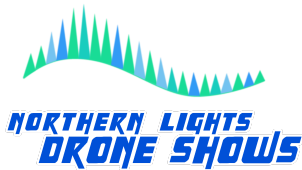
Payment is due upon signing this contract, with the following stipulations, shows at \$20,000 and under, 50% of the total contract price is due upon signing; for shows over \$20,000, 25% of the total contract price is due upon signing. In all cases where applicable, an additional 25% is due within 60 days of the event, and the remaining balance is due no later than seven (7) calendar days after the event date. Payment(s) shall be made by EFT, ACH, check (with processing fee), or credit card (with convenience fee). Payment must be received to guarantee the event date, and no meetings or discussions with design or operational teams will be scheduled until the initial payment is received.

2. CREDIT CARD AUTHORIZATION AND CHARGES:

All invoices are based on a cash discount, credit cards are subject to convenience fees. BCI accepts all major credit cards for payments of events, a 3% convenience fee will be applied. By signing this contract (when providing a credit card for payment) you authorize BCI to

BCI ENTERTAINMENT, LLC

Client Initials: _____ BCI Initials: _____



8425 WI 38, Caledonia, WI 53108

process payments on the credit card for Retainer Fee and/or any unpaid balance owed as per the terms of this contract, unless arrangements have been made and noted on the contract.

3. FEES & COSTS:

BCI is responsible for the acquisition of any state and local permits. Client shall waive any fees or costs associated with local permits to the extent it has the authority to do so. Client is responsible for police, fire, or other appropriate protection necessary for proper crowd control, safety, and security during the event as well as all fees and costs associated.

4. INSURANCE:

BCI shall provide drone liability insurance in the amount of \$5,000,000 (five million) per occurrence. Client shall be listed as additional insured on the certificate of insurance.

5. MUSIC & MARKETING:

In the event music is played during the event, the Client, pursuant to ASCAP, BMI, and SESAC policy, is responsible for obtaining all music performance licenses, and all associated fees and costs thereto. Except when explicitly forbidden by Client, BCI reserves the right to use the production for promotional use, including but not limited to the capturing of video and photographs at any time or place during the event.

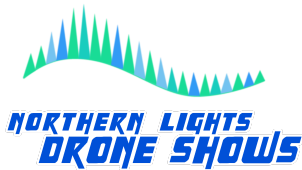
6. INDEMNIFICATION:

A. By Northern Lights. Northern Lights shall indemnify and hold _____ harmless from any and all claims, demands, causes of action, lawsuits, penalties, losses, judgments, liabilities or other obligations of any kind arising out of, or connected in any way with, Northern Lights performance of its obligations under this Contract, specifically including, but not limited to, liabilities for property damage, personal injury or death, and liabilities arising from failure to hold appropriate licenses for operation of drones.

B. By Client. _____ agrees to hold harmless and defend indemnify BCI for any and all costs and liabilities, which may be incurred as a result of the failure of _____ to comply with its obligations and responsibilities under this contract. Except for indemnification under subsection 6A, _____ shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from BCI including, without limitation, loss of income, business, or profits.

BCI ENTERTAINMENT, LLC

Client Initials: _____ BCI Initials: _____



8425 WI 38, Caledonia, WI 53108

7. FORCE MAJEURE:

Neither party will be responsible to the other party for any failure to fulfill obligations under the contract due to causes beyond its reasonable control, including fire, hurricane, tornado, snowstorm, flood, war, riots, earthquakes, shortages, natural disasters or any other acts of God, or any act or regulation of any federal, state, or local government or regulatory body ("Force Majeure Occurrence") resulting in or causing the cancellation of the planned show. Provided the party affected by the Force Majeure Occurrence notifies the other party in writing. The affected party shall resume performance of its obligation as soon as reasonably practicable after the removal of the cause. In the event of a Force Majeure Occurrence, BCI will apply all monies towards the agreed upon rain date referenced below in this contract (the "Rain Date"). If it is determined the Rain Date suffers a Force Majeure Occurrence, BCI will apply all monies towards a new date within the next 12 calendar months of the Rain Date, pending availability. If said new date cannot be agreed upon by both parties, BCI will refund 50% of monies already paid by Client under this contract.

8. TERMS AND CONDITIONS:

This Contract shall be governed by laws of the State of _____. A court of competent jurisdiction within _____ county shall be the venue for any dispute. If any provision of this agreement is deemed unenforceable, the remaining provisions hereof shall remain in full force and effect. In the event of any legal dispute, the losing party shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees, incurred in enforcing the terms of this Contract.

9. ENTIRE AGREEMENT:

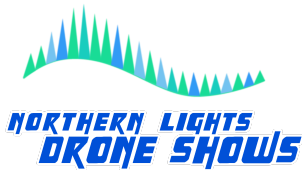
This Contract constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, either oral or written. The waiver of any provisions of this Contract shall not constitute a waiver of any other provision of this contract; any and all modifications to these terms shall be made in writing and become part of the agreement in its entirety.

10. POSTPONEMENT:

BCI will strive to execute the show as planned. At the discretion of BCI, the show may be postponed due to inclement weather or other circumstances deemed to cause unnecessary risk to person or property. In the event of postponement, BCI shall instead perform the obligations for the event on the "Rain Date". In the event of further postponement, the Client may reschedule the show to a mutually agreed upon alternate date within the next 12 calendar months of the original date. If the show is not rescheduled it shall be subject to cancellation.

BCI ENTERTAINMENT, LLC

Client Initials: _____ BCI Initials: _____



8425 WI 38, Caledonia, WI 53108

11. SEASONAL RATE VARIABILITY

In the event a show is originally scheduled during a non-peak season and is subsequently rescheduled to a date in a different calendar month in the following year, Northern Lights Drone Shows reserves the right to adjust the per-drone cost to reflect the standard rates applicable to the rescheduled month. Any such adjustment shall not exceed a twenty-five percent (25%) increase over the originally contracted per-drone rate.

12. CANCELLATION:

If the Client elects to cancel the display ninety (90) or more days prior to the show date, the Client will forfeit the 25% retainer to BCI. If the Client cancels the display less than ninety (90) prior to the show date, the Client shall pay BCI 50% of the total contract amount plus incurred governmental fees. If the client cancels less than thirty (30) days prior to show date the client is responsible for 100% of total contract. If the Client elects not to reschedule a postponed display to within the same calendar year of the originally scheduled date, the Client shall pay BCI 100% of the total contract amount plus incurred governmental fees.

13. WORKFLOW:

BCI shall provide licensed pilots, which in addition hold a current Part 107, (Small Unmanned Aircraft Certificate) who will adhere to all local, state, and federal regulations when operating the UAVs. In addition, said pilot will deliver, set-up, execute, and dismantle the drone shows in adherence with Federal Aviation Administration (FAA) regulations as adopted by the Federal Government. The Client shall allow sufficient time for BCI to access and safely set up the show. Upon request by BCI, Client shall provide a means of transporting equipment to the launch site if the terrain is not suitable for passage by vehicle. The Client shall be responsible for working with the property owner to ensure that all sprinkler irrigation systems are disarmed to prevent damage to the fleet and equipment. Following the show, BCI shall remove all equipment.

14. SAFETY & SECURITY:

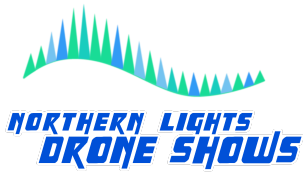
The Client agrees to cooperate with requests of BCI regarding the safety and security of the shows. In the event such requests are not resolved, BCI reserves the right to withdraw all equipment, the fleet, employees, and personnel without refund. The client shall be responsible for preventing unauthorized access to the launch site and flight perimeter during the set-up, flight, and tear out of equipment. BCI reserves the right to stop the show if unauthorized persons enter the secured Perimeter.

BCI ENTERTAINMENT, LLC

Page 4 of 7

Client Initials: _____

BCI Initials: _____



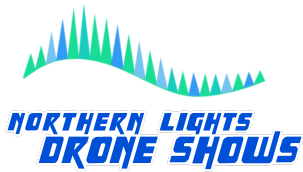
8425 WI 38, Caledonia, WI 53108

15. SHOW DATE & BUDGET:

This addendum can be used for up to five (5) drone light shows:

Show Date(s):					
Rain Date(s):					
Show Cost(s):					
Travel Cost(s):					
Total Cost(s):					

Deposit Amount(s):					
Deposit Due Date(s):					
Payment 60 days out:					
Final Payment Amount(s):					
Final Payment Due Date(s):					



8425 WI 38, Caledonia, WI 53108

16. SHOW SPECIFICATIONS:

Show Description:

Show Location: _____

Show Length: _____

Approximate Start Time: _____

Name of person cueing the start of the show: _____

16. SHOW CONTACT(S):

Primary on-site contact person

Name: _____

Phone: _____

Email Address: _____

Secondary on-site contact person

Name: _____

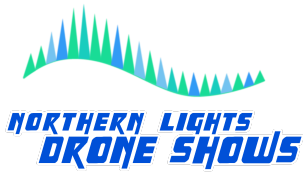
Phone: _____

Email Address: _____

BCI ENTERTAINMENT, LLC

Client Initials: _____

BCI Initials: _____



8425 WI 38, Caledonia, WI 53108

By signing below, I accept all terms and conditions of this agreement and I certify that I am authorized to enter into this agreement on behalf of the Client.

On behalf of **Client:**

On behalf of **BCI Entertainment, LLC:**

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PAYMENT SCHEDULE:

Payment Number	Payment Date	Amount Due

BCI ENTERTAINMENT, LLC

Client Initials: _____

BCI Initials: _____



REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager
Eric Snodgrass, Ast. Recreation Manager
Polly Oldenburg, 4th of July Coordinator

RE: Discussion and recommendation to the Common Council for approval of a contract with Area Tent for rentals and service from July 3rd through July 5th totaling \$22,823.08, as approved by the 4th of July Commission on October 22, 2025.

DATE: 3-13-26

REQUESTED ACTION: Recommend to the Common Council approval of a contract with Area Tent in the amount of \$22,823.08 for 4th of July Festival.

FISCAL IMPACT: This expense falls within the budgeted expense for this line item.

RATIONALE/BACKGROUND: Per the 4th of July Contract Policy, any contract with a face value or aggregate value of \$10,000 or more must be approved by the Common Council. Therefore, the Commission respectfully recommends the Common Council's approval of this agreement with Area Tent in the amount of \$22,823.08. Area Rental has provided this rental and service in previous years. This agreement has been reviewed and approved as to its form by the City Attorney.

**CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS OF SERVICE**

1. Introduction. This document (hereinafter referred to as “Terms and Conditions”) is hereby incorporated and part of the contract between the City of New Berlin (hereinafter referred to as “City”) and the Service Provider identified below (hereinafter referred to as “Service Provider”). These Terms and Conditions, along with the Scope of Services and any attachments thereto, shall constitute the entire contract for material, work and other Services, collectively referred as to the “Services” between the City and the Service Provider. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned Scope of Services. These Terms and Conditions are solely for the benefit of the City and the Service Provider and are not intended for the benefit of any other party.

2. Proposal. The Service Provider is solely responsible for, and shall have sole control of, construction methods, sequences and coordination of all work described in the Scope of Services, unless expressly stated to the contrary. If no Scope of Services is attached to this agreement, the parties agree that the following description of the services to be provided, as well as the compensation to be provided for those services shall apply: set-up will begin on Wednesday, July 1st and completed July 2nd, 2026. Teardown will take place on Sunday, July 5th, 2026.

Dates on which services are to be provided: July 1st through July 5th, 2026

The Services being provided hereunder shall be completed on or before: July 5th, 2026

The cost of the Services being provided are as follows: \$22, 823.08

3. Services and/or Construction Materials. All materials and work shall be furnished in accordance with normal industry standards and practices. Service Provider agrees to provide the services set forth in the Scope of Services in a good and workmanlike manner, in accordance with the professional practices of the profession.

4. Access to the Site. The City shall provide access to the Service Provider to work in and on City property.

5. Storage of Materials. The storage of materials and storage of Contractor’s equipment shall be the responsibility of the Contractor. The City agrees to maintain access for the Contractor at the project site and to keep the project site free from obstructions and conflicting work. The Contractor shall be responsible for obtaining builders risk insurance coverage and in general, for insuring the materials and work being provided hereunder.

6. Insurance. Service Provider shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin, and with such limits as the City may establish and require from time to time. Service Provider shall furnish a Certificate of Insurance evidencing the types and amounts

of coverage. Said coverage shall be on an occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Service Provider agrees to require that the insurer list the City as an Additional Insured on a primary and noncontributory basis and to provide adequate evidence of said status through a liability insurance endorsement. Service Provider shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.

7. Independent Service Provider. The parties warrant that no employer/employee relationship is established between the Service Provider and the City by virtue of the terms of this contract. It is understood by the parties hereto that the Service Provider is an independent Service Provider and as such, neither it nor its employees if any are employees of the City for purposes of tax, retirement system or social security withholding.

8. Records and Reports. Records relating to the performance of the services under this contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved. Notwithstanding any other clause written herein, Service Provider understands and agrees that the City is a municipal entity and therefore, is subject to the Open Records Law of the State of Wisconsin. Wisconsin Statute §19.36(3) requires governmental entities to make available for inspection a copy of any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any other documentation pertaining to this agreement, Service Provider shall provide the information as requested and charge no more than the cost to copy said information. The parties agree that upon completion or termination of this contract, all project contract documents or instruments of service, including electronic files of computer-aided record drawings and field inspection reports shall be delivered to and shall become the property of the City. These records, drawings, reports, etc. may be used without restriction by the City for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the project shall be without compensation or liability to the Service Provider, excepting for errors and omissions associated with the completed project, services and documents performed under this agreement.

9. Advertisements. Service Provider shall not identify the City as a client or customer of the Service Provider, or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

10. Changes. In the event that the parties determine that a modification to the terms of the providing of these Services or services are necessary, said change shall not be effective unless executed by authorized representatives of both parties.

11. Delay. Work shall be completed within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work

stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the Contract.

12. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

13. Limitation on Liability. The City's liability to the Service Provider shall not exceed the sums paid by the City to the Service Provider under this contract. In addition, to the extent that the Service Provider seeks indemnification from the City and the City consents to provide such indemnity, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereinunder shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin law. The City's obligations to indemnify hereunder are further subject to the availability limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Service Provider for its own negligence or intentional conduct.

14. Modification and Assignability. This contract, including all documents incorporated by reference herein, may not be enlarged, modified or altered except upon written agreement signed by both parties. The Service Provider may not subcontract or assign its rights, including rights to compensation, or terms of performance arising hereunder without the prior written consent of the City. Any subcontractor or assignee shall be bound by all of the terms and conditions of the contract, and will be required to enter into a written agreement with the City.

15. Termination of Contract. This contract may be terminated as follows:

- A. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the continuation of the project is not in the best interests of the City. Service Provider shall be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Service Provider be entitled to any penalty for the termination nor shall the Service Provider be entitled to any payment for lost profits.
- B. *Termination for Cause.* If the City determines that the Service Provider has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Service Provider of any such deficiency and in the event that the Service Provider fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice,

declare this contract to be terminated. Service Provider will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Service Provider's failure to comply with the terms of the contract. Under no circumstances shall the Service Provider be entitled to any lost profits arising from the contract.

16. Warranty. Contractor warrants and guarantees to City that all materials and equipment and the work to be performed hereunder will be of good quality and free from faults and defects. This warranty shall cover materials for the manufacturer stated warranty period and workmanship for one (1) year from the date of substantial completion or as provided in the Scope of Services attached hereto, whichever is greater.

17. Conflicts. If there is any inconsistency between these Terms and Conditions and the Scope of Services or any attachments thereto, these Terms and Conditions shall apply and will control.

18. Protection of the Project Site. Contractor agrees to post signage and to appropriately guard the area in which the contract work is being performed, and to take all other steps that may be necessary in accordance with requirements of OSHA and/or other governmental agencies with jurisdiction to ensure that the project site is maintained in a safe manner so as to prevent workers and passersby from entering the project site.

19. Hold Harmless. The Service Provider will defend and hold harmless the City as and against any claims, actions, demands or causes of action brought by a third party for damages or losses arising out of Service Provider's performance of the work under these Terms and Conditions and the attached Scope of Services. Said indemnification shall include the City's actual attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct.

20. Indemnity. The City shall not be liable for failure on the part of the Service Provider or any other party performing under this contract in accordance with all applicable laws and regulations. Service Provider waives any and all claims and recourse against the City including the right of contribution for loss of damage to persons or property arising out of or growing out of or in any way connected with or incident to the performance of this contract, except for liability arising out of the sole negligence of the City or its officers, agents or employees.

21. Working Hours. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time or on legal holidays must be specifically approved by the City.

22. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and represents the complete understanding of the parties with respect to the subject matter set forth herein, and may only be amended in a subsequent agreement executed by all parties.

23. Ongoing Services. If this is a contract for ongoing services, the parties shall indicate that fact by initially this paragraph in the margin, indicating this paragraph applies. The parties agree that these Terms and Conditions shall be applicable to an ongoing series of Services, which may be entered into and arranged between the parties from time to time during the period of time commencing _____ and concluding on _____, inclusive. A separate proposal and/or description of Scope of Services shall be provided for in each instance where the Service Provider is providing services to the City; however, in all instances of any work being provided by the Service Provider during the aforementioned time period, this set of Terms and Conditions shall apply.

24. COVID-19 Pandemic. The Service Provider acknowledges that in December of 2019 a novel strain of the Coronavirus (now referenced as COVID-19) was detected and has now spread throughout many countries, including the United States. Based upon this, the World Health Organization has declared a Public Health Emergency of international concern; and the United States Department of Health and Human Services has declared a Public Health Emergency. The Service Provider further acknowledges that it is aware of the COVID-19 pandemic and that the existence of said pandemic will not constitute a force majeure or otherwise preclude the Service Provider's ability to perform the terms of this agreement absent the issuance of any Order by a governmental entity with jurisdiction that would preclude such performance.

CITY:
City of New Berlin

SERVICE PROVIDER:
Area Rental & Sales Co., LLC
[Insert Service Provider Name]

By: _____
Katie Roth / Recreation Manager
[Print Name & Title]

By: _____

[Print Name & Title]

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/09/2026

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 ASSURED PARTNERS OF ILLINOIS LLC 4350 WEAVER PARKWAY WARRENVILLE, IL 60555	CONTACT NAME: COLETTE KURTZ PHONE: FAX: (630)355-2077 E-MAIL ADDRESS: Colette.kurtz@assuredpartners.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A Central Mutual 20230 INSURER B INSURER C INSURER D INSURER E INSURER F
INSURED AREA RENTAL & SALES CO LLC LANDRY CLEVELAND REAL ESTATE 17000 W CLEVELAND AVE NEW BERLIN, WI 53151	

CERTIFICATE NUMBER 7052557 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	8964679	3/1/2026	3/1/2027	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			8964678	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	UMBRELLA LIABILITY <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	8964680	3/1/2026	3/1/2027	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Certificate Holders are additional insured per the attached endorsements.
 Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

CERTIFICATE HOLDER CITY OF NEW BERLIN 3805 S CASPER DR NEW BERLIN, WI 53151	CANCELLATION 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 COLETTE KURTZ
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF PRIMARY AND EXCESS PROVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement amends the policy by adding the following; please read each section carefully.

EMPLOYEE BENEFITS LIABILITY COVERAGE
 ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
 ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
 ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS
 ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS
 ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR
 POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS RELATED TO PREMISES
 ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE OR RECEIVER
 PRIMARY AND NONCONTRIBUTORY INSURANCE
 PROPERTY DAMAGE TO BORROWED EQUIPMENT
 BROADENED CONTRACTUAL LIABILITY - WORK WITHIN 50' OF RAILROAD PROPERTY
 INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US
 NEWLY FORMED OR ACQUIRED ORGANIZATIONS
 NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
 VOLUNTARY PROPERTY DAMAGE
 NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY
 DAMAGE TO PREMISES RENTED TO YOU
 POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT
 AGGREGATE LIMITS OF INSURANCE AMENDMENT
 SUPPLEMENTARY PAYMENTS - HIGHER LIMITS
 REASONABLE FORCE EXPANSION - PROPERTY DAMAGE
 LOST KEY COVERAGE
 PERSONAL AND ADVERTISING INJURY DEFINITION AMENDED

These modifications are subject to the terms and conditions applicable to coverage in the policy except as provided below.

A. Employee Benefits Liability Coverage

The following is added to **SECTION I - COVERAGES**:

EMPLOYEE BENEFITS LIABILITY COVERAGE

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:
 - 1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE** for Employee Benefits Liability Coverage and
 - 2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

- 1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";
- 2) The act, error or omission is caused by an "occurrence" that takes place in the "coverage territory"; and
- 3) The act, error or omission occurs during the policy period; or
- 4) Occurred prior to the "first effective date" of this endorsement provided:
 - a) You did not have knowledge of a "claim" or "suit" on or before the "first effective date" of this endorsement. You will be deemed to have knowledge of a "claim" or "suit" when any insured listed under **A. Employee Benefits Liability Coverage, SECTION II - WHO IS AN INSURED** of this endorsement or any "employee" authorized by you to give or receive notice of a "claim" or "suit".
 - i) Reports all, or any part, of the act, error or omission to us or any other insurer;
 - ii) Receives a written or verbal demand or "claim" for damages because of the act, error or omission; and
 - b) There is no other applicable insurance.

2. Exclusions

This insurance does not apply to:

a. Dishonesty, Fraud Or Criminal Act

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy Of Performance Of Investment/Advice Given To Participate

Any "claim" or "suit" based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

f. Workers Compensation And Similar Laws

Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

- 1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or
- 2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. Supplementary Payments - Coverages A and B

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the Supplementary Payments - Coverages **A** and **B** apply except for Paragraphs **1.b.** and **2.**

SECTION II - WHO IS AN INSURED, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

2. Each of the following is also an insured:
 - a. Each of your “employees” who is or was authorized to administer your “employee benefit program.”
 - b. Any persons, organizations or “employees” having proper temporary authorization to administer your “employee benefit program” if you die, but only until your legal representative is appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
3. 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 a Named Insured if there is no other similar insurance available to that organization. However:
 - 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.
 - b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is replaced by the following for the Employee Benefits Liability Coverage:

- 1) The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:
 - a) Insureds;
 - b) “Claims” made or “suits” brought;
 - c) Persons or organizations making “claims” or bringing “suits”;
 - d) Acts, error or omissions which result in loss; or
 - e) Benefits included in your “employee benefit program.”
- 2) **\$3,000,000** is the most we will pay for all damages because of acts, errors or omissions committed in the “administration” of your “employee benefit program.”
- 3) Subject to the above Limit, **\$1,000,000** is the most we will pay for all damages sustained by any one “employee,” including damages sustained by such “employee’s” dependents and beneficiaries, as a result of:
 - a) An act, error or omission; or
 - b) A series of acts, errors or omissions negligently committed in the “administration” of your “employee benefit program.”

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the “employee benefit program.”

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after

issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

4. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of **\$1,000**. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit"apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV - CONDITIONS, Paragraphs **2.** and **4.** are replaced by the following for the Employee Benefits Liability Coverage:

2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:
 - 1) What the act, error or omission was and when it occurred; and
 - 2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
 - 1) Immediately record the specifics of the "claims" 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.
- c. You and any other involved insured must:
 - 1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - 2) Authorize us to obtain records and other information;
 - 3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - 4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and
- 2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:
 - a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."However, "administration" does not include handling payroll deductions.
2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;
 - c. Unemployment insurance, social security benefits, workers compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
5. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

SECTION V - DEFINITIONS - the definition of "employee" and "suit" is replaced for Employee Benefits Liability Coverage by the following:

1. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
2. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

B. Additional Insured - Owners, Lessees, or Contractors - Automatic Status For Other Parties When Required in Written Construction Agreement (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include as an additional insured:

1. Blanket Additional Insureds for Ongoing Operations

- a. 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; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **a.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- i. Your acts or omissions; or
- ii. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured described in Paragraph **a.** or **b.** above.

However, the insurance afforded to such additional insured described above:

- i. Only applies to the extent permitted by law; and
- ii. Will not be broader than that which you are required by the written contract or agreement to provide for such additional insured; and,
- iii. Only applies if the written contract or agreement requiring the addition of the additional insured has been signed by the Named Insured and was in effect prior to when the "bodily injury", "property damage" or "personal and advertising injury" occurred; and
- iv. Does not apply to any person or organization specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

2. Blanket Additional Insureds for Completed Operations

- a. Any person or organization for whom you have performed 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; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **a.** above.

Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured described in Paragraph **a.** or **b.** above and included in the "products-completed operations hazard". However, the insurance afforded to such additional insured described above:

- i. Only applies to the extent permitted by law; and
- ii. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- iii. Only applies if the written contract or agreement requiring the addition of the additional insured has been signed by the Named Insured and was in effect prior to when the "bodily injury", "property damage" or "personal and advertising injury" occurred; and

- iv. Only applies if the Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and
- v. Does not apply to any person or organization specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

3. Exclusions Applicable to Blanket Additional Insureds under Section 1. Blanket Additional Insureds for Ongoing Operations

With respect to the insurance afforded to these additional insureds under Section 1. **Blanket Additional Insureds for Ongoing Operations**, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" occurring after:

- a. 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 location of the covered operations has been completed; or
- b. 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.

4. Exclusions Applicable to Blanket Additional Insureds under Section 1. Blanket Additional Insureds for Ongoing Operations and Section 2. Blanket Additional Insureds for Completed Operations.

With respect to the insurance afforded to these additional insureds under Section 1. **Blanket Additional Insureds for Ongoing Operations** and Section 2. **Blanket Additional Insureds for Completed Operations**, the following additional exclusion applies:

This insurance does not apply to:

"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:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the "claims" against any additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that additional insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

5. Limits Of Insurance

With respect to the insurance afforded to the additional insureds as described in Sections **B.1.a**, **B.1.b**, **B.2.a** and **B.2.b**, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

- 1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization 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, but only with respect to liability

arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance 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 on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
 - b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
 - c. only applies if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed during the policy period and subsequent to your execution of the written contract or written agreement.
2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Lessor of Leased Equipment - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured 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," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. only applies if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed during the policy period and subsequent to your execution of the written contract or written agreement.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

E. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization (referred to below as vendor) 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, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
 - b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
 - c. only applies if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed during the policy period and subsequent to your execution of the written contract or written agreement.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- a. "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;
 - b. An express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when 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;
 - e. 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;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. 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; or
 - h. "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:
 - 1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or
 - 2) 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.
3. 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.
4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

F. Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations Relating to Premises

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any state or governmental agency or subdivision or political subdivision when you and such entity have agreed in writing in a contract or agreement that entity be added as an additional insured on your policy, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization 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, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; and

- b. The construction, erection or removal of elevators; or
- c. The ownership, maintenance or use of any elevators covered by this insurance.

However, the insurance afforded to such additional insured described above:

- 1) only applies to the extent permitted by law; and
 - 2) will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
 - 3) only applies if the “bodily injury” or “property damage” occurs, or the “personal and advertising injury” offense is committed during the policy period and subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization.
2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

G. Additional Insured – Mortgagee, Assignee or Receiver

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization 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, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

However, the insurance afforded to such additional insured described above:

- 1) only applies to the extent permitted by law; and
 - 2) will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
 - 3) only applies if the “bodily injury” or “property damage” occurs, or the “personal and advertising injury” offense is committed during the policy period and subsequent to your execution of the written contract or written agreement.
2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

H. Primary and Noncontributory Insurance

1. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

Condition 4. Other Insurance is amended to include:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **B-G** of this endorsement provided that:

- 1) The additional insured is a Named Insured under such other insurance; and
- 2) You have agreed in writing in a contract, agreement, permit or authorization with the additional insured that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

I. Property Damage to Borrowed Equipment

1. The following is added to Exclusion **2.j. Damage to Property** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

2. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The most we will pay in any one "occurrence" is **\$15,000** regardless of the number of:

- 1) Insureds;
- 2) "Claims" made or "suits" brought; or
- 3) Persons or organizations making "claims" or bringing "suits".

b. **Deductible Clause**

- 1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of a **\$500** deductible. The limits of insurance will not be reduced by the application of such deductible amount.
- 2) We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

J. Broadened Contractual Liability – Work Within 50' Of Railroad Property

SECTION V – DEFINITIONS, 9. "Insured contract" is amended as follows:

1. Paragraph c. is replaced by the following:

c. Any easement or license agreement;

2. Paragraph f.(1) is deleted in its entirety.

K. Include Directors Or Trustees On Committees As Employees (not applicable to Employee Benefits Liability Coverage)

SECTION V - DEFINITIONS is amended by the addition of the following to definition 5.:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

L. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION IV CONDITION 8.**, is amended by the addition of the following:

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 ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

M. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

N. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:**

a. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of

occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

b. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

c. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

O. Voluntary Property Damage

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.
2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.
3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **\$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **\$25,000**.
4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **\$250**. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
5. The insurance under the Voluntary Property Damage shall not apply:
 - a. To "loss" of property at premises owned, rented, leased, operated, or used by you;
 - b. To "loss" of property while in transit;
 - c. To "loss" of property owned by, rented to, leased to, borrowed by or used by you;
 - d. To the cost of repairing or replacing
 - 1) any work defectively or incorrectly done;
 - 2) any product manufactured, sold or supplied by you;unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;
 - e. To "loss" of property included within the "Products/Completed Operations Hazard";
 - f. To "loss" of property which is an "auto" or "mobile equipment."
 - g. To "loss" of property caused by "pollutants."
6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

P. Non-Owned Watercraft And Non-Owned Aircraft Liability

SECTION I - COVERAGE A, exclusion **2.g.** is replaced by the following:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- 1) A watercraft while ashore on premises you own or rent;
- 2) A watercraft you do not own that is:
 - a) Less than 60 feet long; and
 - b) Not being used to carry persons or property for a charge;
- 3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- 4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- 5) "Bodily injury" or "property damage" arising out of:
 - a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."
- 6) An aircraft you do not own provided it is not operated by any insured.

Q. Damage to Premises Rented to You

1. **SECTION I - GENERAL LIABILITY COVERAGES** is amended as follows:

- a. The last paragraph of **2. Exclusions** under **A. Bodily Injury and Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to damage by fire, sprinkler leakage, lightning, smoke, soot, or explosion 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.**

But the Limit for Damage to Premises Rented To You shown in the Declaration will apply to all damage proximately caused by the same event, whether such damage results from fire, sprinkler leakage, lightning, smoke, soot, or explosion or any combination of the six.

- b. **SECTION III - LIMITS OF INSURANCE** is amended to replace paragraph **6.** with the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented to You Limit is the most we will pay under Paragraph **A. Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, sprinkler leakage, lightning, smoke, soot, or explosion, while rented to you or temporarily occupied by you with permission of the owner.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event whether such damage results from fire, sprinkler leakage, lightning, smoke, soot, or explosion or any combination of the six.

2. The Damage to Premises Rented To You Limit is **\$500,000** unless a higher limit is shown on the Declaration or Change Endorsement.

3. Paragraph **4.b.** of the Other Insurance is amended as follows:

The term "Fire" in Paragraph **B. (1)(a)(i)** is replaced by "Fire, Sprinkler Leakage, Lightning, Smoke, Soot, or Explosion"

4. Section **9.a.** under **SECTION V - DEFINITIONS** is amended as follows:

The term "fire" is replaced by "fire, sprinkler leakage, lightning, smoke, soot, or explosion"

R. Pollution Coverage For Upset Of Mobile Equipment

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" cause directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting

"pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

2. Exclusions

a. With regard only to the coverage provided by this extension **R.**, **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2.** Exclusions, **f.** is deleted and replaced by the following for this extension only:

f. Pollution

Any loss, cost or expense arising out of any:

- 1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- 2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."
- 3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

S. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)

The General Aggregate Limit under **SECTION III - LIMITS OF INSURANCE, Paragraph 2.** applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" 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.

T. Supplementary Payments - Higher Limits

Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

Paragraph **1.b.** is replaced by the following:

Up to **\$2,500** 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.

Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **\$500** a day because of time off from work.

U. Reasonable Force Expansion - Property Damage

Exclusion **2.a.** of **Coverage A** is replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Lost Key Coverage

1. SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided for the loss of keys which are in the possession of the insured or his "employees" subject to the following additional provisions:

- a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;
- b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks

including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed **\$25,000**. Each claim is subject to a **\$250** deductible.

2. SECTION II - WHO IS AN INSURED

The following is added to item **2.a.2)b)**:

However, coverage is provided for the loss of keys which are in the possession of the insured or their "employees," subject to the following additional provisions:

- a.** The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or their "employees" or agents; and
- b.** Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed **\$25,000**. Each claim is subject to a **\$250** deductible.

W. Personal and Advertising Injury Definition

Under **SECTION V – DEFINITIONS, 14.c.** is replaced with the following:

The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor.

X. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE:

When this General Liability Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

- a.** There shall be no duplication of the Limits of Insurance.
- b.** Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the General Liability Plus endorsement.

Y. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding:

Liberalization

If we adopt a change in our Comprehensive General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Coverage Form. It will apply when the change becomes effective in your state.



CITY OF NEW BERLIN



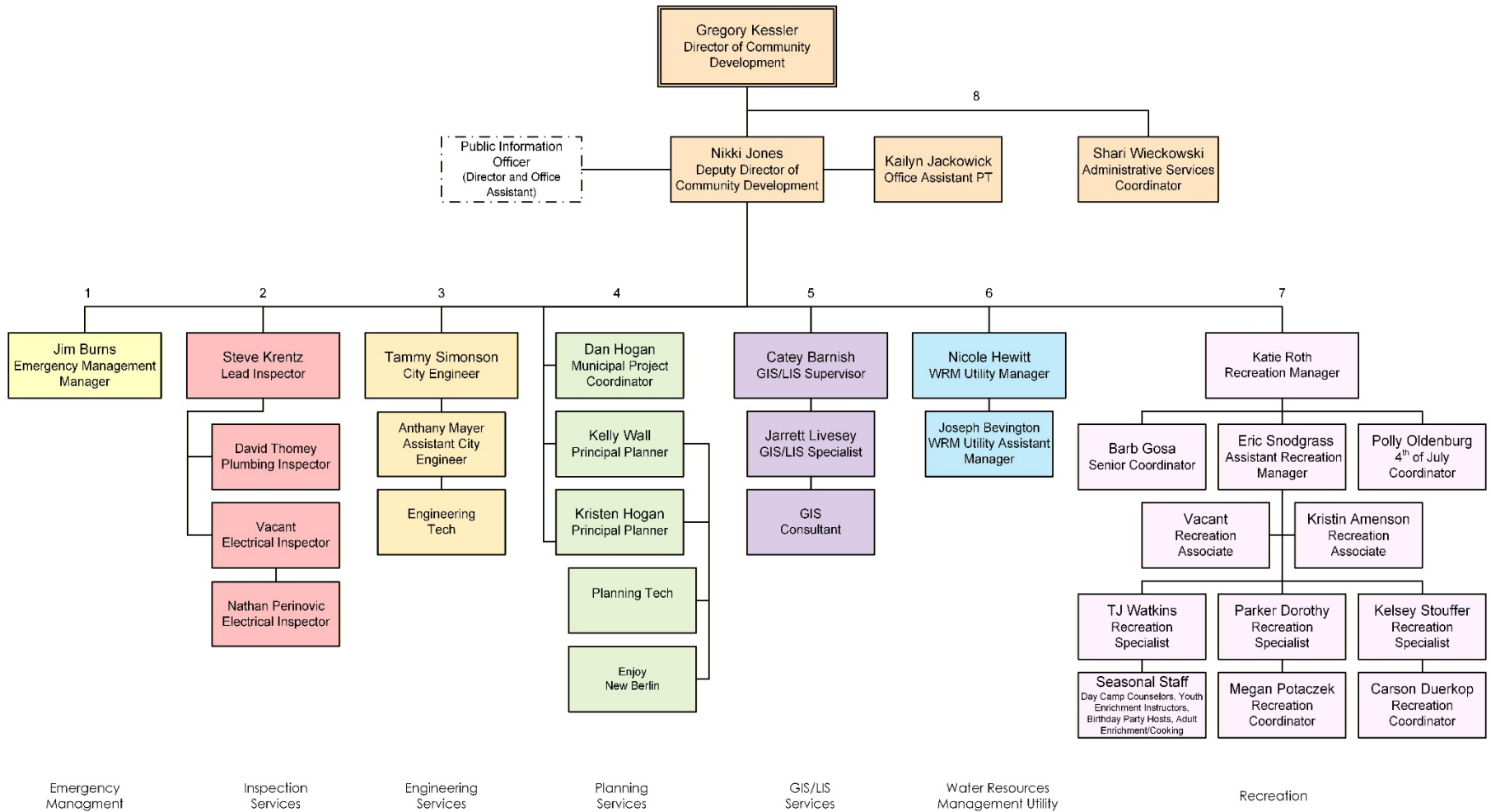
AN OVERVIEW OF
THE DEPARTMENT OF COMMUNITY DEVELOPMENT
2026

DIVISIONS OF DCD

- Emergency Management
- Engineering Services
- GIS/LIS Services
- Inspection Services
- Planning Services & Tourism (*Enjoy New Berlin and Economic Development*)
- Recreation
- Water Resources Management Utility
- Public Information Office (PIO)
- Activity and Recreation Center
- Hickory Grove

Department of Community Development Organizational Chart

February 2026



Staff Position Allocation Notes:

- Director of Community Development
85% City and 15% WRM
- Water Resources Division Engineer
25% City and 75% WRM
- City Engineer
95% City and 5% WRM
- Code Compliance Specialist
50% City and 50% WRM
- Water Resources Project Engineer
100% WRM

CROSS-DEPARTMENT STRATEGIC COORDINATION (JOINT MEETING) BUILDING A CULTURE OF COLLABORATION



- Standing interdepartmental coordination meetings (25+ years) between “all” divisions of DCD and DPW.
- Real-time discussions on projects, development reviews, inspections, and infrastructure.
- Alignment of workflows to reduce duplication, prevent delays, and/or find economies.
- Early identification of conflicts before they become larger problems.
- Institutionalized collaboration – not reactive, but routine.
- Reduces internal silos and redundant processes.
- Transparent discussions of priorities, constraints, and resource allocation.
- Strengthened relationships between technical and operational staffs.

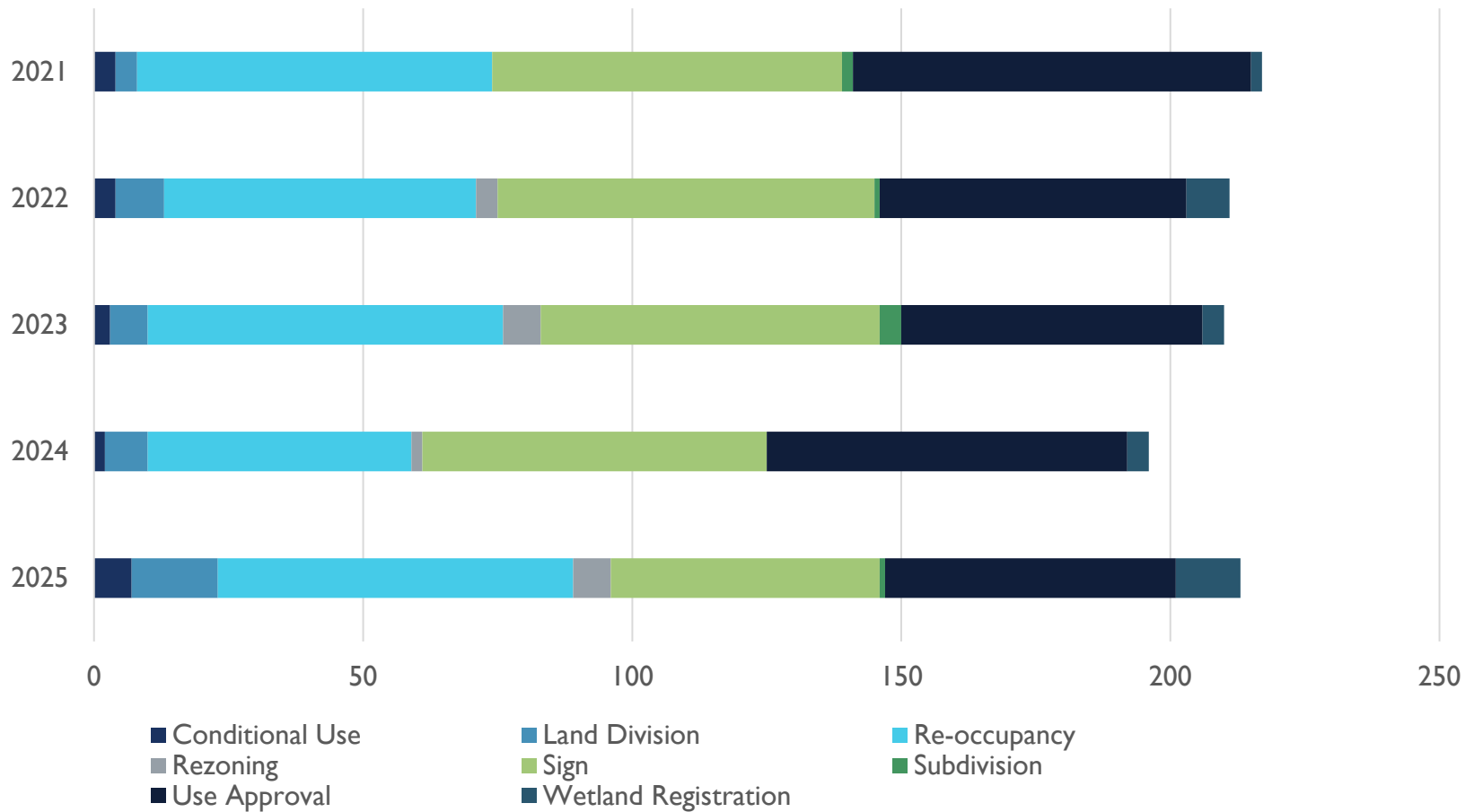
PLANNING SERVICES

RESPONSIBILITIES

- Comprehensive Planning
- Development Review
- Economic Development
- Emergency Management
- Housing Trust Fund Board
- Park Planning
- Tourism Commission (*Enjoy New Berlin*)
- Zoning and Subdivision Codes
- Zoning Code Violations and Enforcement
- Facility Planning

PLANNING APPLICATIONS

2025



DEVELOPMENT HIGHLIGHTS

COMPLETION

Ryan Fire Protection

- 15775 W. Overland Dr
- New 37,500 sq ft building

National Avenue Multi-Tenant Building

- 14300 W. National Ave
- 14,043 SF multi-tenant building opened January 2026

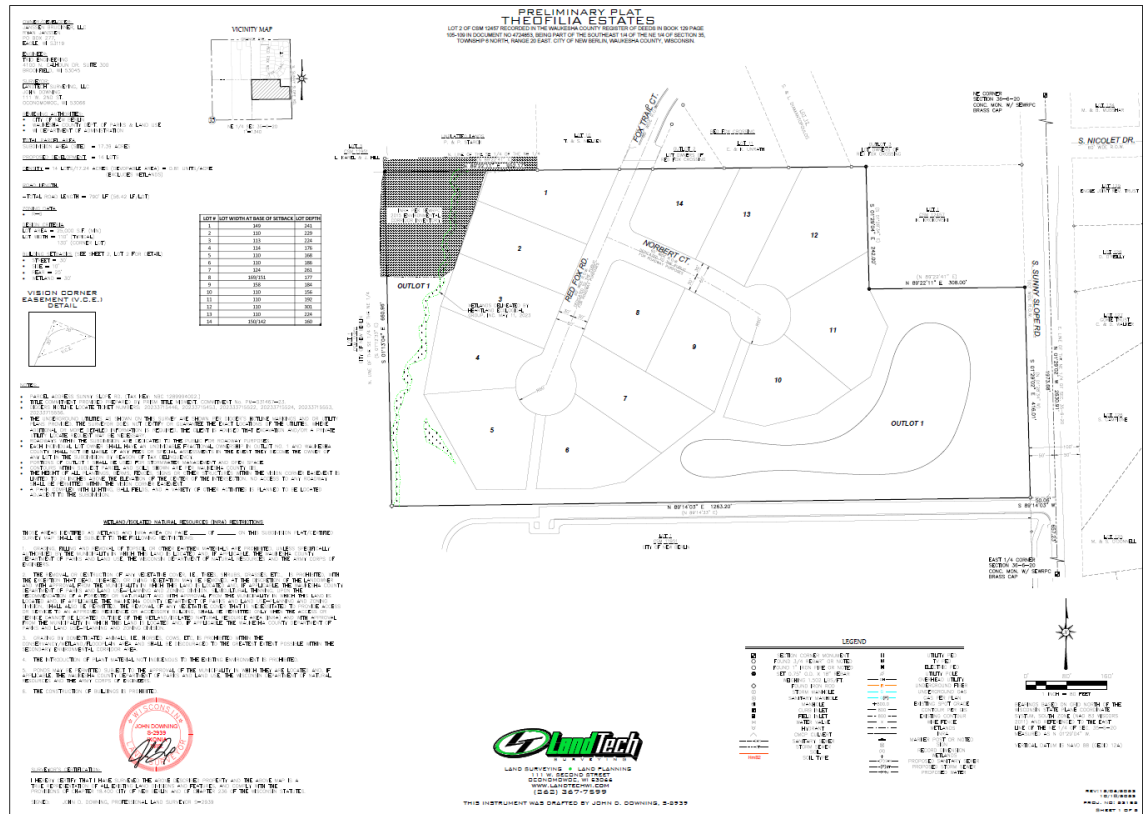


DEVELOPMENT HIGHLIGHTS

COMPLETION

Theofila Estates Subdivision

- Final Plat Approval for 14 lots
- Home construction began in 2025



DEVELOPMENT HIGHLIGHTS

CONSTRUCTION

The Conservancy Neighborhood Development & PUD

- 375 Multi-family units
- 19,600 SF Commercial Development

Master Land Use Plan

Conservancy Center									
Bldg. No.	Name	Sq. Footage		Surface Parking	Garage Parking		Parking Ratio		
2	Conservancy Center N	9,800		49			1 Space per 200 SF		
3	Conservancy Center S	9,800		49			1 Space per 200 SF		
Total		19,600		98			1 Space per 200 SF		

The Conservancy - Residential									
Bldg. No.	Name	1 Bdrm	2 Bdrm	3 Bdrm	Total	Surface Parking	Garage Parking	Total	Parking Ratio
1	The Conservator	28	43	71	71	71	144	144	2.03 to 1
2	Conservancy Center N	10	13	23	42	42	34	76	3.30 to 1
3	Conservancy Center S	10	13	23	35	35	34	69	3.00 to 1
4	The Woodlands 1	29	23	52	54	54	52	106	2.04 to 1
5	The Woodlands 2	28	33	61	39	63	102	167	1.67 to 1
6	The Woodlands 3	28	33	61	37	63	100	164	1.64 to 1
7	The Woodlands 4	29	23	52	71	52	123	123	2.37 to 1
8	The Meadows North	2	2	4	6	4	10	10	2.5 to 1
9	The Meadows North	2	2	4	6	4	10	10	2.5 to 1
10	The Meadows North	2	2	4	6	4	10	10	2.5 to 1
11	The Meadows North	2	2	4	5	4	9	9	2.25 to 1
12	The Meadows South	2	2	4	5	4	9	9	2.25 to 1
13	The Meadows South	2	2	4	5	4	9	9	2.25 to 1
14	The Meadows South	2	2	4	5	4	9	9	2.25 to 1
15	The Meadows South	2	2	4	5	4	9	9	2.25 to 1
Total		162	197	16	375	394	401	795	2.12 to 1

The Conservancy - Recreation			
Bldg. No.	Name	Sq. Footage	Parking Ratio/ Sq Ft
16	Resident Club	9000	0.66 Space per 200 SF

Select Residential surface parking shall be shared between Retail/Office Use primarily from 8:00 am - 5:00 pm with Residential Use from 5:00 pm - 8:00 am

THE CONSERVANCY

Conservancy Center				
Bldg. No.	Name	Sq. Footage	Surface Parking	Parking Ratio
2	Conservancy Center N	9,800	49	1 Space per 200 SF
3	Conservancy Center S	9,800	49	1 Space per 200 SF
Total		19,600	98	1 Space per 200 SF



DEVELOPMENT HIGHLIGHTS

CONSTRUCTION

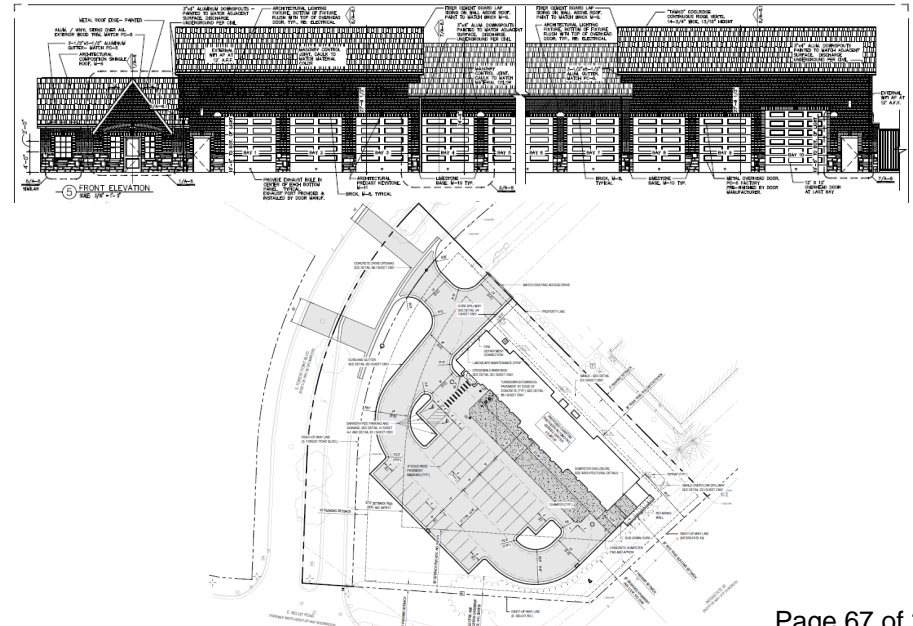
Shorewest Office

- 3885 S. Moorland Rd
- New 7,970 SF office



Christian Brothers Automotive

- 15260 W. Beloit Rd
- New 6,400 SF service center



DEVELOPMENT HIGHLIGHTS

CONSTRUCTION

New Berlin Fabrication Building

- 16230 W. Beloit Road
- 85,400 SF Industrial Development



Nice Bite Ice Cream

- 15375 W. National Ave
- 2,535 SF ice cream shop



DEVELOPMENT HIGHLIGHTS

CONSTRUCTION

Trustone Financial

- 12800 W. National Ave
- 3,400 SF financial institution



DEVELOPMENT HIGHLIGHTS

DEVELOPMENT REVIEW

Five Fields Concept Subdivision

- 21 to 24 lot single family residential subdivision



DEVELOPMENT HIGHLIGHTS

CITY PROJECTS

Lions Park

- Coordination between DCD and DPW to restore native vegetation and create a park master plan

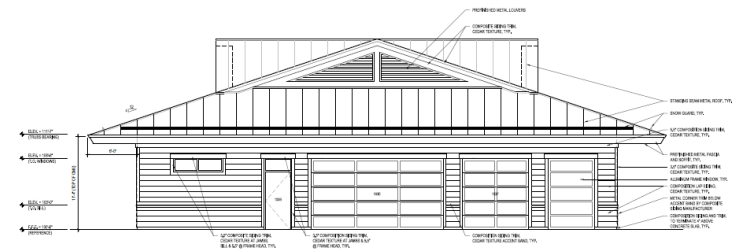
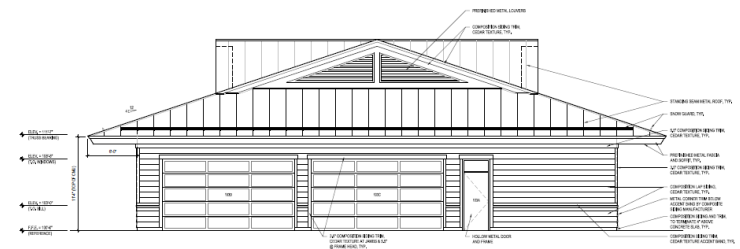
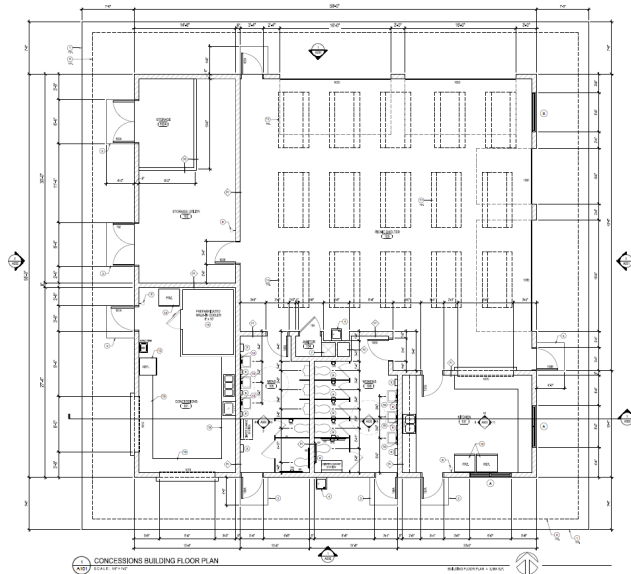


DEVELOPMENT HIGHLIGHTS

CITY PROJECTS

Malone Park

- Park Structure and Path Replacements
- Construction began in 2025



TAX BASE GROWTH SINCE 1999



(2000) \$2.6 Billion
(2025) \$8.4 Billion



+\$5.8 Billion in Tax Base



~223% Growth Since 2000

NET NEW CONSTRUCTION 2018 – 2025

<u>Year</u>	<u>Net New Construction</u>
2018	\$56,848,000
2019	\$69,161,000
2020	\$64,077,600
2021	\$71,878,800
2022	\$34,422,000
2023	\$73,937,600
2024	\$48,732,600
2025	\$61,305,600

Total Development Investment (2018-2025) = \$480,363,700

- Since 2018, New Berlin has added approximately \$480 million in new taxable construction value
- Average annual net new construction since 2018: ~\$60 million
- Net new development added ~6% to the city's tax base since 2018
- Examples Include: housing subdivisions, apartments/multi-family, industrial development & expansions, and commercial development.

PLANNED GROWTH SUPPORTS LONG-TERM FISCAL STABILITY

DEVELOPMENT GUIDED BY THE COMPREHENSIVE PLAN AND CODES

- For decades, the City of New Berlin has guided development through long-range planning tools including the Comprehensive Plan, zoning / subdivision code regulations, Developer Handbook standards, and CIP & infrastructure planning.
- Development has occurred in a measurable and predictable manner, consistent with planning goals.

This approach has resulted in:

- Steady and sustainable tax base growth
- Balanced residential, commercial, and industrial development
- Infrastructure & facility expansion aligned with CIP and long-range plans
- Protection of environmental corridors and open spaces

EXTERNAL PERSPECTIVE

“Communities that demonstrate disciplined land-use planning and consistent tax base growth benefit from stronger long-term fiscal stability.”

Sources: Moody’s Investor Service – US Local Government General Obligation Debt Methodology and International City/County Management Association (ICMA) planning on fiscal sustainability guidance.

“New Berlin’s Aaa issuer rating reflects the city’s strong financial position bolstered by growing property tax revenues and conservative budgeting practices.”

Source: Moody’s Investors Service, Credit Opinion: City of New Berlin, Wisconsin – Update to Credit Analysis, August 23, 2023.

For decades, the City of New Berlin has guided development through:

- The Comprehensive Plan
- Adopted Zoning and Engineering Regulations
- Capital Improvement Planning (CIP)
- Public hearings, Neighborhood Meetings, and Plan Commission Review
- Common Council decision-making

Development decisions are based on adopted policies, ordinances, and long-range plans.

DEVELOPMENT HIGHLIGHTS

CITY PROJECTS

Community Center at Hickory Grove



REGIONAL RECOGNITION FOR NEW BERLIN COMMUNITY INVESTMENTS



Image: Chameleon Communications

Hickory Grove Community Center

Adaptive reuse transforming a historic school into a modern community hub.

**2026 Milwaukee Business Journal Real Estate Awards – Finalist
Renovation/Adaptation/Build-Out Category**

2026 MILWAUKEE BUSINESS JOURNAL – REAL ESTATE AWARDS

“These awards recognize projects that reshape the region and represent high-quality design, redevelopment, and community impact. The fact that New Berlin facilities are consistently recognized alongside major private and institutional projects speaks to the quality of these investments.”

FACILITIES SERVING THOUSANDS OF RESIDENTS ANNUALLY THROUGH RECREATION, COMMUNITY SERVICES & VOLUNTEER ORGANIZATIONS

COMMUNITY RETURN ON INVESTMENT



Regional Recognition

1. Milwaukee Business Journal - Real Estate Awards Recognition
2. Daily Reporter – Top Projects Award
3. BIZ Times Community Impact Recognition

Community Outcomes

1. Expanded Recreation and wellness programming
2. Support food pantry and senior citizen services
3. Preservation of historic community assets
4. Efficient reuse of existing city-owned infrastructure
5. Long-term community gathering spaces

Projects evaluated alongside major developments across Southeast Wisconsin

LONG TERM FACILITIES PLANNING

- Our department in conjunction with the Department of Public Works has been working on developing long term facilities planning for multiple buildings and sites within the City.
- Allowing DCD to coordinate this work allows for DPW to continue its focus on the day-to-day maintenance and operation of City buildings and assets.
- DCD and DPW have initiated bi-weekly update meetings regarding current and future large scale facility projects.
- New Berlin facilities span a wide range with some current facilities dating back to the 1960s with little to no modifications. With modern requirements for ADA compliance, shifts in the workforce demographic and the cost of building operations, DCD and DPW agree that multiple buildings within our portfolio require a comprehensive review.

LONG TERM FACILITIES PLANNING

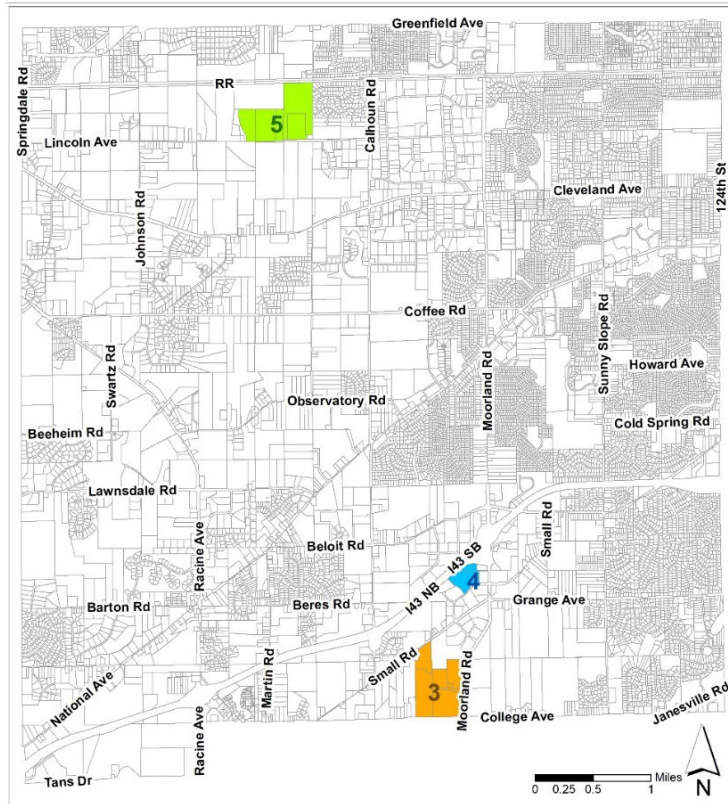
NEW BERLIN SAFETY BUILDING AND NEW BERLIN LIBRARY

- DCD will coordinate facilities studies in 2026 for the New Berlin Safety Building and the New Berlin Library.
- Objectives of the studies would include:
 - Building envelope
 - Mechanicals
 - Life safety equipment
 - Future building needs
 - Modern workforce requirements
 - ADA compliance

ACTIVE CITY TIDS

Active TIDs

February 2022



Legend

- Parcels
- Moorland Hospitality Group TID #4
- Briohn Small Road TID #3
- Lincoln Ave TID #5



The information and decisions herein have been produced using data available through photographic means by the City of New Berlin. The information and decisions herein are for informational purposes and the City of New Berlin specifically disclaims accuracy in this reproduction and specifically administers and advises that any and all depiction, measurements, distances depicted herein and do to which specific or precise accuracy is required should be determined by procurement of certified maps, surveys, plat, Flood Insurance Studies, or other official means.

2/3/2022 4:23:09 PM
Q:\TIF\GIS\ACTIVE_TIF_202202.mxd

TID #: 3

- Created on February 13, 2018
- Base Value: **\$729,000**
- Added Incremental Value above Base Value (as of January 1, 2024): **~\$44+ million**
- Projected Closure Date (based on current cash flow): **2030**
- **\$4,795,000** Total Expenditures.

TID #: 4

- Created on June 4, 2020
- Base Value: **\$13,234,500**
- Incremental value as of January 1, 2024 is **\$5,000,000.**
- Whether this district can support infrastructure or other costs will be dependent on development occurring.
- Project was established to support a new Hampton Inn Hotel, but the project has been put on hold.

TID #: 5

- Created on January 18, 2022
- Base Value: **\$1,213,470**
- *Initial “Projected”* Incremental Value above Base Value is **\$34 million** with full value estimated at **~\$94 million at full build out.**
- Projected Closure Date (based on current cash flow): **2034**
- Projected Incremental Tax Revenue for Projects: **\$16,340,925** (**\$6,150,000** of project costs identified in 2023 CIP.)
- **Estimated to have saved the City savings in its CIP budget of approximately \$6.5+ million**

WORK PLACE VISITS

- New Berlin Gentle Dentistry - 40th Anniversary Celebration (right)
- The Grand Hills Castle - Grand Opening/Ribbon Cutting (below)
- Revive MKE - Business Visit
- JB's Tee Shirt Factory - Business Visit
- Shorewest - Groundbreaking



ECONOMIC DEVELOPMENT WATCH NEWSLETTER



CITY CALENDAR

NEW BERLIN
NEWS

MINUTES &
AGENDAS

DEVELOPMENT PROJECTS



NEW BERLIN, WI

CONTINENTAL

Concept Multi-family Community
6151 S. Moorland Road

Continental Properties is proposing a conceptual multi-family community that includes approximately 332 residential units. The Plan Commission will review and discuss the concept plans at the February 3, 2025 meeting.

BUSINESS SPOTLIGHT

Welcome New Businesses

City Electric Supply
2985 S Moorland Rd

New Berlin Beauty Salon
3850 S Moorland Rd

3D Wellness
15177 W National Ave

Amish Cabinet Company
17043 W Greenfield Ave

Giselle's Beauty And Wellness LLC
15350 W National Ave

Anitas Dance Center
2520 S 170th St

Remax
5000 S Towne Dr

Doral
15800 W Overland Dr

Ixapack Global Usa Inc
16972 W Victor Rd

Gamers Realm
14666 W National Ave

Serendipity Venue Solutions
15350 W National Ave

Work Place Visits



Mayor Dave Ament is committed to maintaining a focus on economic health and development in the City of New Berlin. As part of this focus, the Mayor

TOURISM COMMISSION



Stay LOCAL



Holiday Inn Express
15451 W. Beloit Road
(262) 787-0700



La Quinta Inn & Suites
15300 W. Rock Ridge Road
(262) 717-0900

BOOK NOW

www.enjoynewberlin.com/hotels

Welcome TO NEW BERLIN!

Enjoy New Berlin is the City of New Berlin's Official Tourism Entity
We work in conjunction with the City's Tourism Commission to oversee tourism promotion and development. We want everyone who lives, works, plays, and visits New Berlin, to *Enjoy* New Berlin!



OUR HOTELS

HOLIDAY INN EXPRESS & SUITES
15451 BELOIT ROAD
262-787-0700

LA QUINTA INN & SUITES
15300 ROCK RIDGE ROAD
262-717-0900

HOLIDAY INN EXPRESS & SUITES
15451 BELOIT ROAD
262-787-0700

2024 UPCOMING EVENTS

 WINTERFEST January 6, 2024	 GRAND OPENING February 24, 2024	 RECORD NEW YEAR April 27, 2024	 CARIBBEAN MARKET Sundays / 8am-10am	 SAFETY SATURDAY May 18, 2024
 JULY 4th CELEBRATION July 2-5, 2024	 APPLEFEST October 13, 2024	 OPEN YEAR-ROUND	 FOLLOW US FOR MORE UPCOMING EVENTS & ACTIVITIES! ENJOY OUR MONTHLY EVENT CALENDAR! ENJOYNEWBERLIN.COM	

WE WANT TO PROMOTE You!

Enjoy New Berlin is the City of New Berlin's Official Tourism Entity
We work in conjunction with the City's Tourism Commission to oversee tourism promotion and development. We want everyone who lives, works, plays, and visits New Berlin, to *Enjoy* New Berlin!

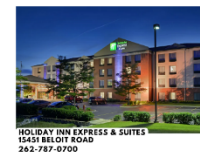
HELPING YOU -

We are happy to promote your events, activities, and specials on our social media pages, website, and monthly event calendar! Please email us the information you'd like us to share or simply submit it on our website!

HELPING THE COMMUNITY -

Our mission is to promote local businesses and events that *in return* generate hotel stays and support the local hotels, community, businesses, and organizations.

OUR HOTELS



HOLIDAY INN EXPRESS & SUITES
15451 BELOIT ROAD
262-787-0700



LA QUINTA INN & SUITES
15300 ROCK RIDGE ROAD
262-717-0900

CONTACT US

Kelly Wall
tourismnewberlin.org
262-797-2445

Visit Our Website
Events can be submitted directly to us at enjoynewberlin.com
Facebook & Instagram
Send us a message!



ENJOYNEWBERLIN.COM

FOLLOW US
ENJOYNEWBERLIN.COM

NEW RESIDENT HANDOUT

BUSINESS HANDOUT



THE ENJOY NEW BERLIN FOCUS



HOTELS



BUSINESSES



ORGANIZATIONS



OUR FOCUS

OUR FOCUS IS TO **PROMOTE LOCAL BUSINESSES** AND **EVENTS THAT IN RETURN GENERATE HOTEL STAYS** AND **SUPPORT THE LOCAL HOTELS, COMMUNITY, BUSINESSES, AND ORGANIZATIONS.**



A.R.C.



COMMUNITY



CITY

TOURISM COMMISSION



JANUARY IN NEW BERLIN

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Winter Spectacular! Join us for a family friendly event to visit, enjoy local art & New Berlin in 2025! Holiday Express & Suites 262-787-0700	Follow Us for upcoming events, activities, and our monthly event calendar! enjoynewberlin.com	Happy New Year! Mary's Caddyshack 4:30-7:00PM Astronomy Party	New Berlin Public Library Family Free Day 10:00AM-12:00PM 70.00.00.00.00	Milwaukee County Zoo Family Free Day 10:00AM-12:00PM 5.00.00.00.00	7th Annual ID Intake! New Berlin Public Library 10:00AM-12:00PM 70.00.00.00.00	7th Annual ID Intake! New Berlin Public Library 10:00AM-12:00PM 70.00.00.00.00

July in New Berlin

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Follow Us for upcoming events, activities, and our monthly event calendar! enjoynewberlin.com	Verst Blood Center of Wisconsin Community Blood Drive 10:00AM-12:00PM 70.00.00.00.00	New Berlin Public Library Family Free Day 10:00AM-12:00PM 70.00.00.00.00	Matty's Bar & Grill Matty's Bike Night 6PM-10PM	4th of July Festival 10:00AM-12:00PM Flashlight Candy Hunt 9:30PM	4th of July Festival 10:00AM-12:00PM Parade & fireworks 10PM & 12PM Dance Show 8:00PM	4th of July Festival 10:00AM-12:00PM Parade & fireworks 10PM & 12PM Dance Show 8:00PM

October in New Berlin

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Carve Your Own Pumpkin Stay Local! Holiday Inn Express & Suites - New Berlin 262-787-0700	New Berlin Public Library Family Free Day 10:00AM-12:00PM 70.00.00.00.00	Wisconsin Fall Color Report New Berlin Public Library 10:00AM-12:00PM 70.00.00.00.00	New Berlin Recreation Coke & Dog (Free) 10:00AM-12:00PM 70.00.00.00.00	New Berlin Public Library Family Free Day 10:00AM-12:00PM 70.00.00.00.00	New Berlin Recreation Coke & Dog (Free) 10:00AM-12:00PM 70.00.00.00.00	New Berlin Recreation Coke & Dog (Free) 10:00AM-12:00PM 70.00.00.00.00

AUGUST in New Berlin

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Grab Your Fork, it's FAIR TIME! Don't forget to check out the 2025 Sprinkle & Drinkie winners! Stay Local! Holiday Inn Express & Suites 262-787-0700	Follow Us for upcoming events, activities, and our monthly event calendar! enjoynewberlin.com	New Berlin Recreation Family Free Day 10:00AM-12:00PM 70.00.00.00.00	New Berlin Recreation Family Free Day 10:00AM-12:00PM 70.00.00.00.00	New Berlin Recreation Family Free Day 10:00AM-12:00PM 70.00.00.00.00	New Berlin Recreation Family Free Day 10:00AM-12:00PM 70.00.00.00.00	New Berlin Recreation Family Free Day 10:00AM-12:00PM 70.00.00.00.00

July 25- July 27th

STAY LOCAL & SUPPORT LOCAL

From sports to State Fair and farmers markets to festivals, summer is here and our hotels are a great place to stay!

Holiday Inn Express & Suites
262-787-0700

La Quinta Inn & Suites
262-717-0900

* Requires Pre-Registration and/or Fees

MONTHLY EVENT CALENDARS

LOCAL BUSINESSES AND ORGANIZATIONS ARE WELCOME TO SUBMIT EVENTS - VIA EMAIL, FACEBOOK, INSTAGRAM OR ON ENJOYNEWBERLIN.COM



TOURISM COMMISSION

PARTNERSHIPS WITH THE NEW BERLIN PUBLIC LIBRARY & NEW BERLIN RECREATION DEPARTMENT



We hope you'll stick around a little longer & *Enjoy* New Berlin!

Holiday Inn Express & Suites
15451 Beloit Road
New Berlin, WI 53151
262-787-0700



La Quinta Inn & Suites
15300 Rock Ridge Road
New Berlin, WI 53151
262-717-0900

Stay close to the fun at one of our New Berlin hotels!

**YETI or NOT...
It's the Holiday Season!**

2026 Events

enjoynewberlin.com

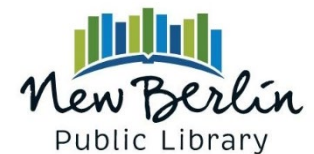


TOURISM COMMISSION

2026 ROOM TAX GRANTS

12

ORGANIZATIONS RECEIVED GRANTS FOR 24 EVENTS





TOURISM COMMISSION

Stay LOCAL



Holiday Inn Express
15451 W. Beloit Road
(262) 787-0700



LaQuinta Inn & Suites
15300 W. Rock Ridge Road
(262) 717-0900

BOOK NOW

www.enjoynewberlin.com/hotels

Safety Saturday

A Community Safety & Wellness Fair
Featuring New Berlin's Touch a Truck

Saturday, May 17, 2025 | 9 a.m. - 1 p.m.
Located in Children's Wisconsin Parking Lot 4850 S Moorland Rd.

FREE EVENT!

- Free Give Aways for Kids
- Free Life Vests for Kids
- Trucks to Explore
- Resource Booths
- Rock Wall Climbing
- Boys in a Row
- Food for Purchase
- DJ

7TH ANNUAL WINTERFEST

SAT. JANUARY 10 * 3PM-7PM

LIVE MUSIC FROM COIN OPERATED
FOOD TRUCKS AND BEER GARDEN
KIDS ZONE AND INDOOR PLAYGROUND
SPORTS & ACTIVITY AREA
OPEN RECREATION
PICKLEBALL TOURNAMENT & CORNHOLE TOURNAMENT
SHEEPSHEAD TOURNAMENT (EQUINARIUM CENTER AT RICKER BROOK)
FREE EVENT!

SPONSORED BY ENJOY NEW BERLIN
321 N NATIONAL AVE

New Berlin Beer Gardens

Beer, Live Music, Food, & Fun

NOON-6PM

Saturday 5/24 - Malone Park	Saturday 6/16 - Public Library
Saturday 6/28 - Malone Park	Saturday 6/6 - Malone Park
Sunday 6/15 - Historical Park	Sunday 6/7 - Historical Park
Saturday 7/12 - Malone Park	Saturday 10/11 - Malone Park
Sunday 7/13 - Historical Park	Sunday 10/12 - Historical Park

CONGRATS to TEXAS RANGERS

CONGRATS TO FRIENDS OF NEW BERLIN PUBLIC LIBRARY

CONGRATS to MUSIC6S

OPEN SATURDAYS FROM 8AM-NOON!

NEW BERLIN FARMERS MARKET

The New Berlin Chamber of Commerce & Visitors Bureau proudly presents the New Berlin Farmers Market

8am - Noon
every Saturday from May through last weekend in October
15005 W National Avenue in the City Center
1000 W National Avenue in the City Center
1000 W National Avenue in the City Center

newberlinchamber.org
newberlin.org

Presented by the New Berlin Chamber of Commerce & Visitors Bureau
www.visitnewberlin.com

The Official WISCONSIN SNOW REPORT

For the most up-to-date snow reports, check out the Wisconsin Snow Report at enjoynewberlin.com



FOLLOW US & PROMOTE US!

IF YOU HAVEN'T DONE SO
ALREADY, PLEASE BE SURE
TO FOLLOW US ON
FACEBOOK AND INSTAGRAM!



INSPECTION SERVICES

- Issuance of Building Permits
- Field Inspections
- Development & Plan Review
- Enforces the Commercial Building Code, the Uniform Dwelling Code, Wisconsin Plumbing Code, other various Wisconsin statutes under Ch. 101, and the National Electrical Code
- Zoning Code Violation and Enforcement

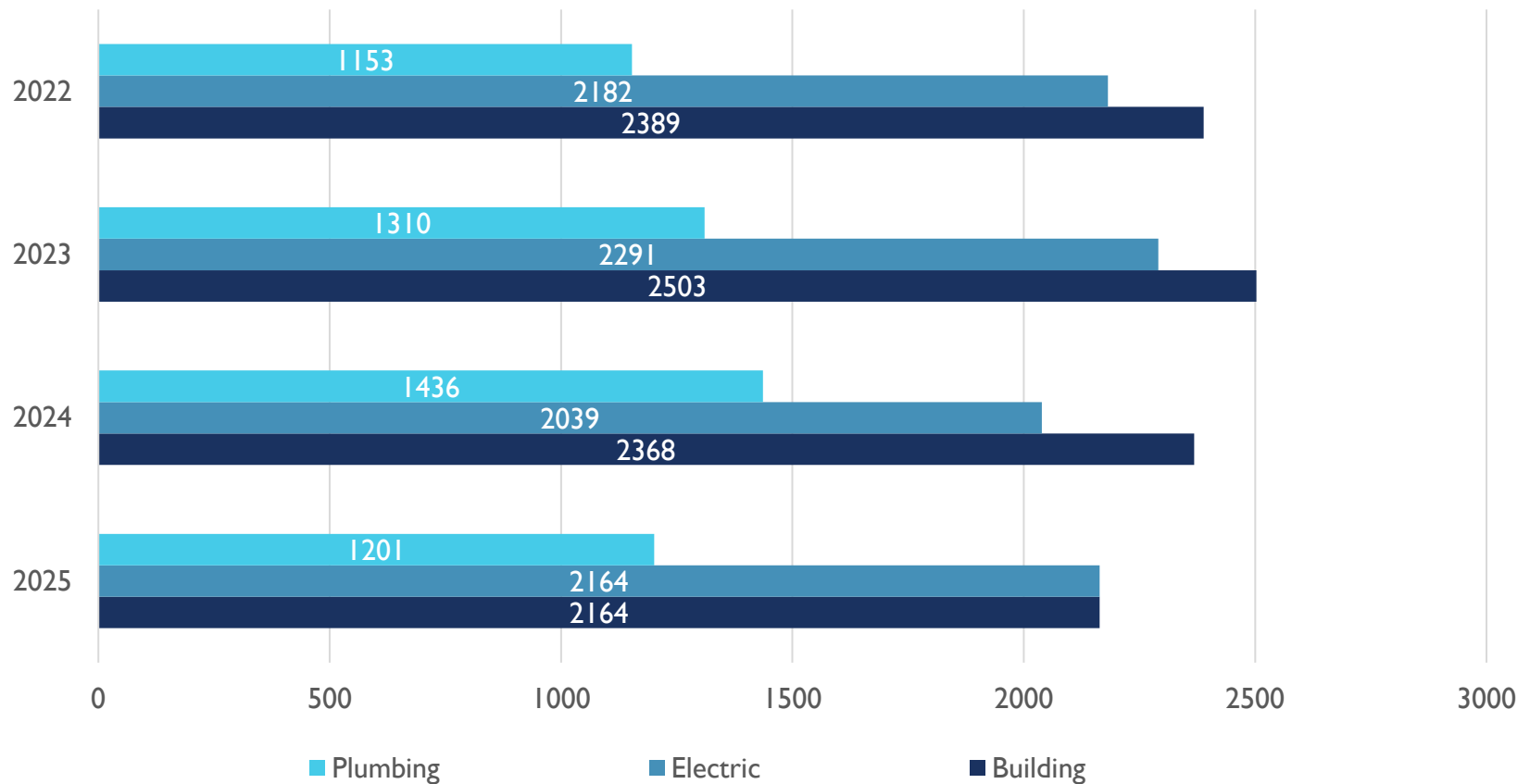
INSPECTION SERVICES

2025 PERMITS ISSUED

ELECTRIC PERMITS	1,203
PLUMBING PERMITS	687
COMMERCIAL BUILDING (INCLUDING NEW, ADDITIONS & ALTERATIONS)	78
RESIDENTIAL BUILDING (INCLUDING NEW, ADDITIONS & ALTERATIONS)	662
HVAC	616
TOTAL	3,246

INSPECTION SERVICES

2025 INSPECTIONS PERFORMED



INSPECTION SERVICES

2025 EARLY MORNING INSPECTIONS PERFORMED (7AM)

JUNE	32
JULY	37
AUGUST	45
SEPTEMBER	44
TOTAL	158

INSPECTION SERVICES

2025 CODE ENFORCEMENT

DOCUMENTED COMPLAINTS	68
REFERRALS FOR MUNICIPAL CITATIONS	13
ACTIVE CIRCUIT COURT ACTIONS	1

ENGINEERING

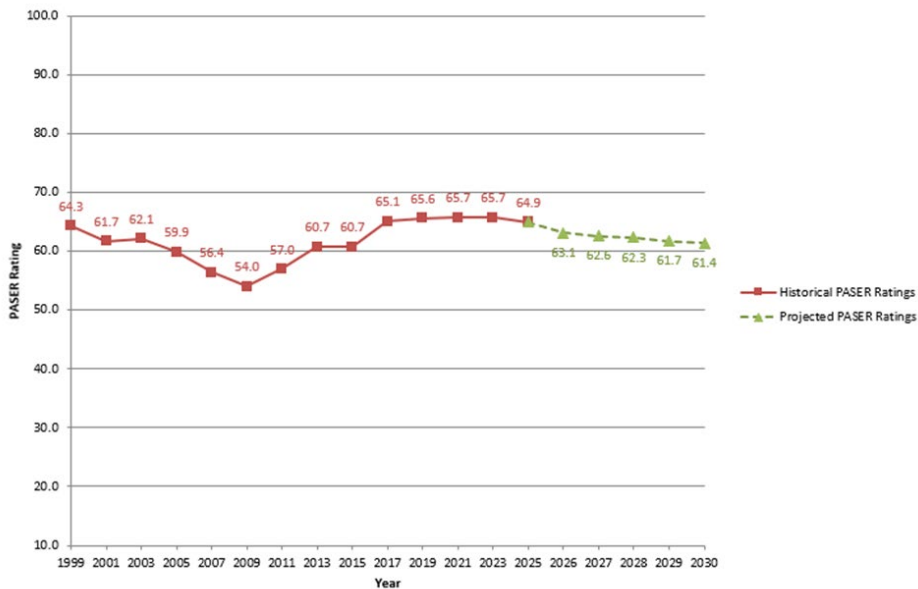
- Development & Building Permit Reviews
- Infrastructure Plan Reviews
- Construction Field Inspections
- Streets/Transportation
 - Roadway Reconstruction
 - Roadway Rehabilitation
 - Roadway Maintenance
 - Roadway Design
- New Berlin “*Infrastructure and Site Design Standards*” (Development Handbook)

ENGINEERING

ROADWAY REHABILITATION PROJECTS

- 2023: 8.1 miles of roadways
- 2024: 3.55 miles of roadways, (included Lincoln Ave. east of Springdale Rd.)
- 2025: 3.11 miles of roadways
- 2025 PASER rating was 64.9, the next PASER inspection will be completed in 2027

City of New Berlin
PASER Rating Over Time



ENGINEERING

PEDESTRIAN LIGHTING

- No new lights poles were added in 2025.
- The DPW department has started refurbishing some of the older poles.
- Lights that were intended to be installed with the Moorland Road Reconstruction project will be installed in 2026.



ENGINEERING

ROADWAY MAINTENANCE PROJECTS

- Crack Sealed 28.9 miles of roadways in 2025
- In coordination with the DPW, removed and replaced deteriorated concrete sidewalks
- Conducted biennial Bridge and annual Traffic Signal inspections
- City wide pavement marking



ENGINEERING

ROADWAY DESIGN PROJECTS



Grange Avenue

- Sunny Slope Road from Grange Avenue to College Avenue is being designed and is planned for reconstruction in 2026.
- Grange Avenue from 124th Street to Moorland Road is being designed and is planned for reconstruction in 2028.
- Moorland Road from College Avenue to Grange Avenue is scheduled for widening in 2029 by Waukesha County

ENGINEERING

2025 PERMITS & DEPOSITS

Driveway Approach Permits

- 139 permits issued & inspected

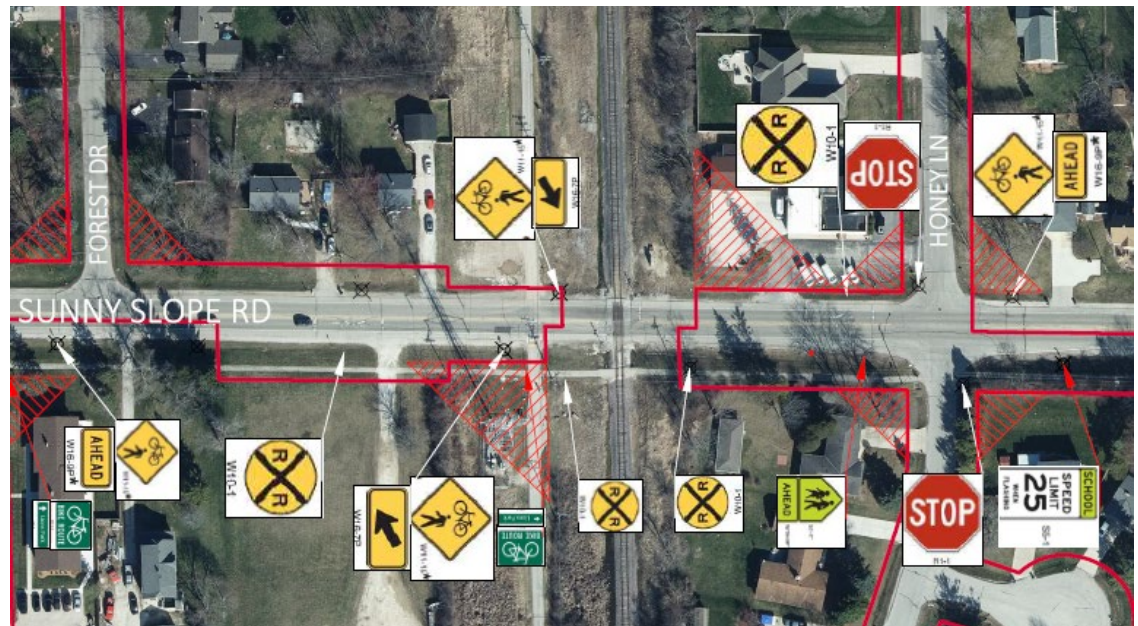
Curb and Ditch Deposits

- 55 permits issued
- 19 permits returned



ENGINEERING SAFETY COMMISSION

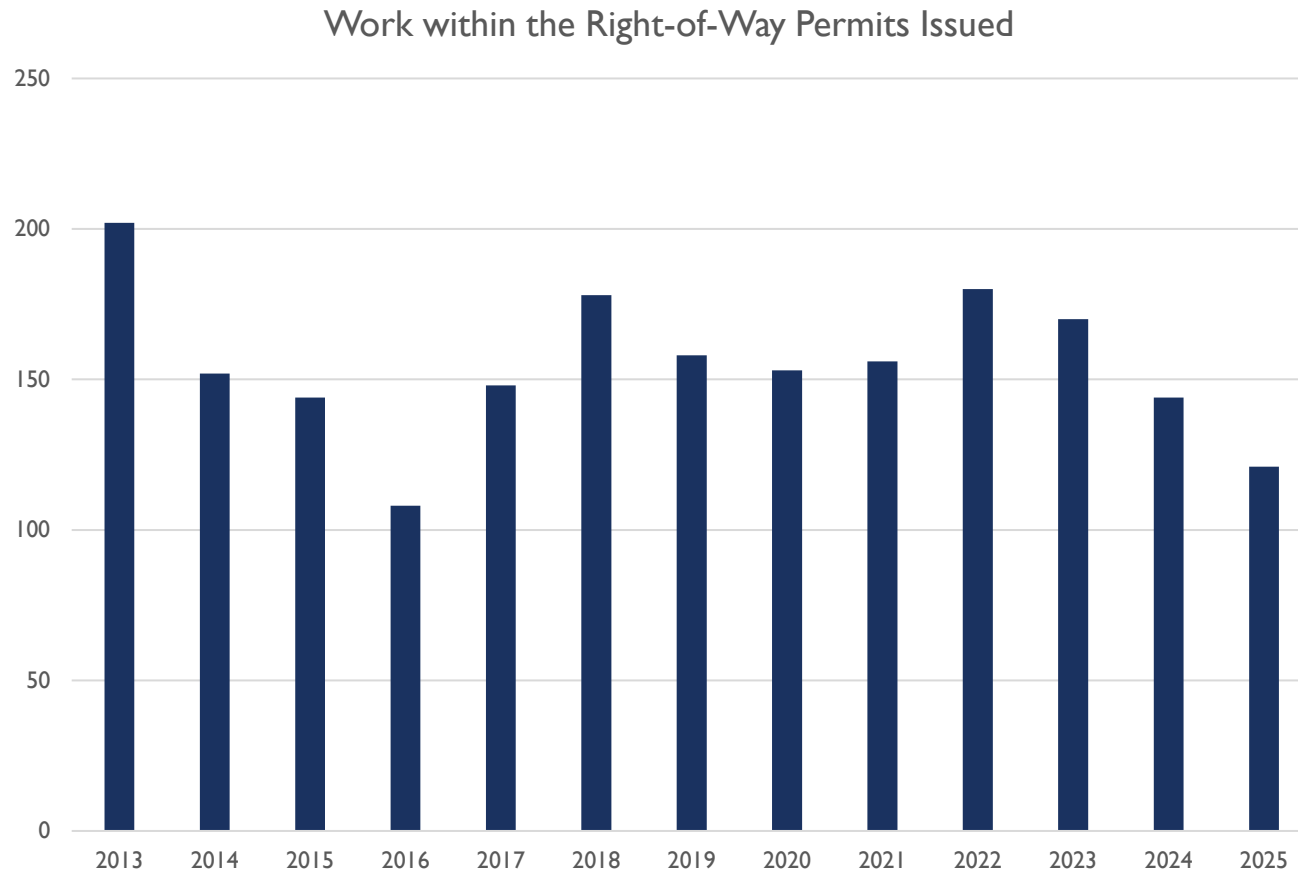
- Engineering serves as a representative of DCD on the Safety Commission which meets monthly
- Received 18 new agenda items in 2025, requiring engineering studies and input
- Conducted 13 traffic counts and speed studies



ENGINEERING

WORK WITHIN THE RIGHT-OF-WAY PERMITS

- 121 permits in 2025



ENGINEERING

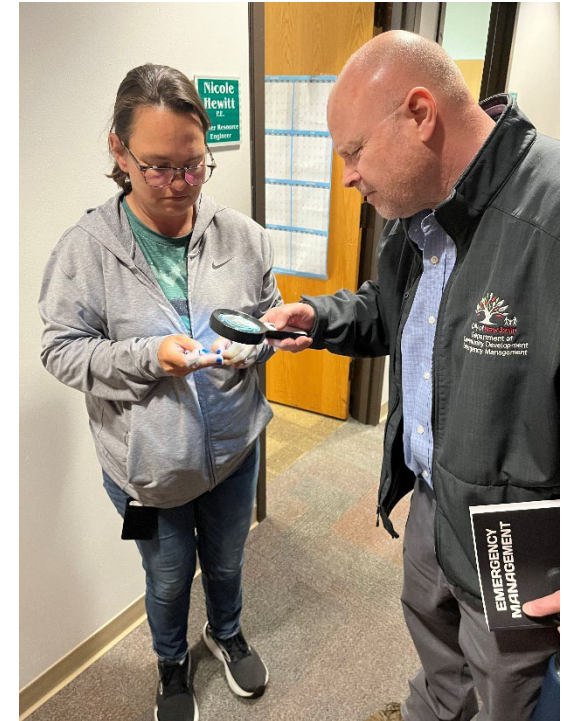
WAUKESHA COUNTY COORDINATION



- Moorland Road
 - 2023: Beloit Road to National Avenue - Complete
 - 2025: National Avenue to Cleveland Avenue - Complete
 - 2027: Cleveland Avenue to Greenfield Avenue
 - 2029: College Avenue to Grange Avenue

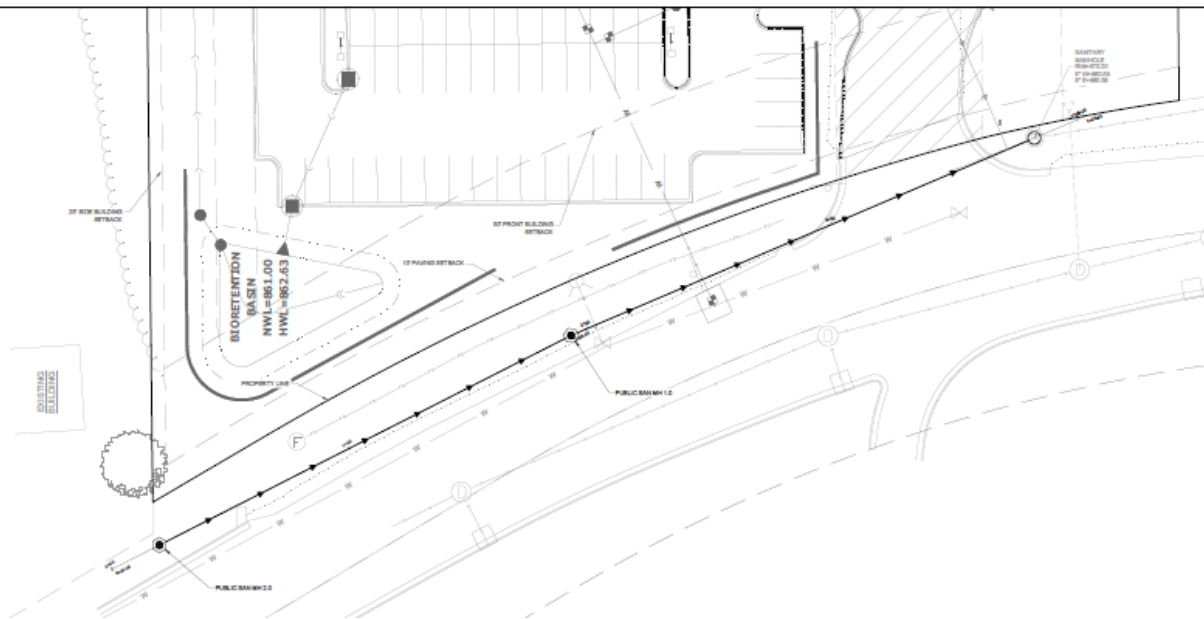
ENGINEERING COLLABORATION

- Provided planning input and construction plan review, and site surveying in coordination with Planning, IT, Emergency Management and Recreation Departments
- Coordination with DPW and Utility Department for project cost optimization
- Attended the FEMA Emergency Management Institute



ENGINEERING

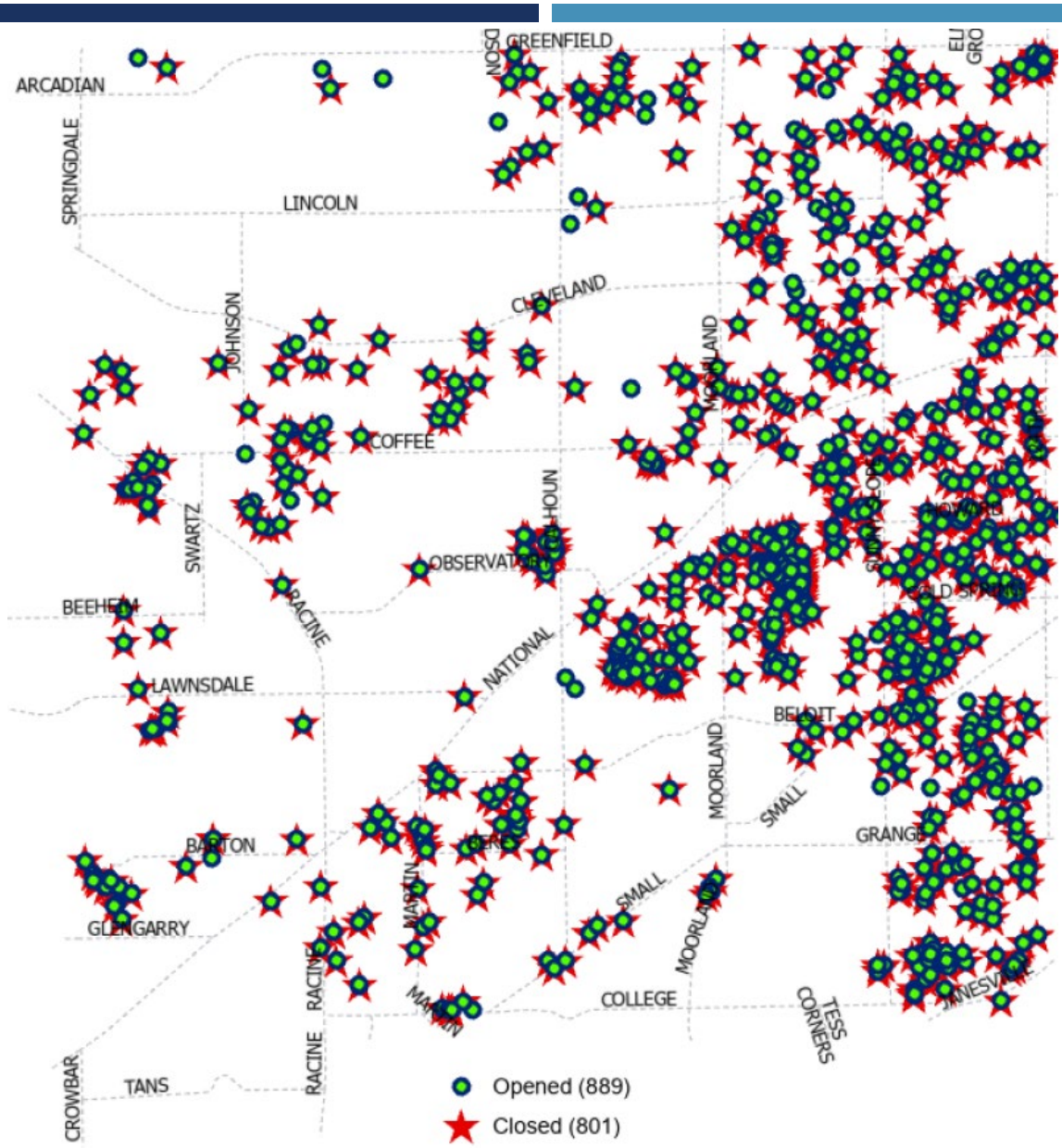
PUBLIC INFRASTRUCTURE INSPECTION FOR PRIVATE DEVELOPMENTS



- New Berlin Fabrication – Sanitary Sewer Extension along Beloit Road
- The Conservancy Wimmer Development - Sanitary and Water main Extension

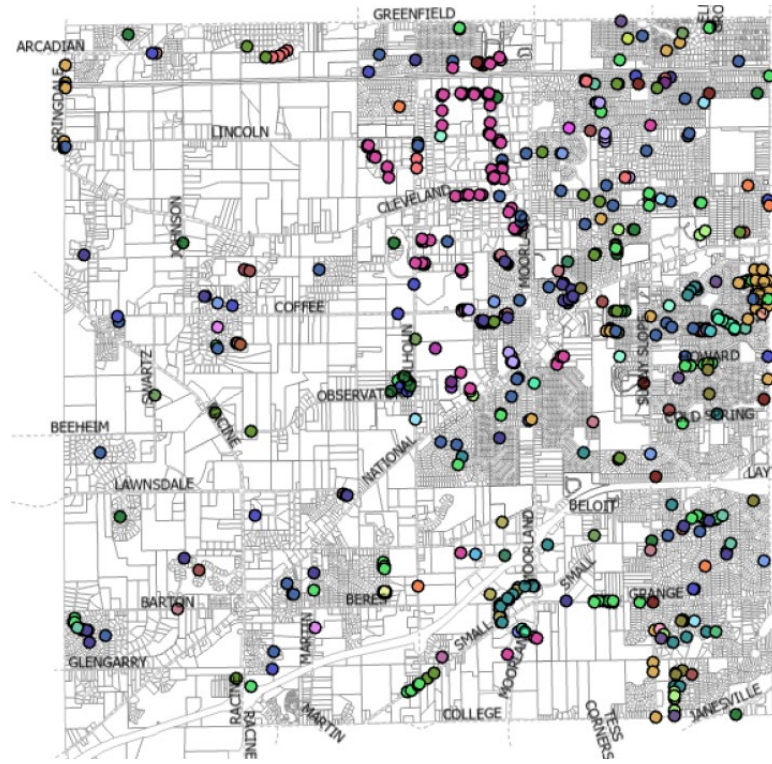
WATER RESOURCES MANAGEMENT UTILITY

- Development & Building Permit Plan Reviews
- Infrastructure Plan Reviews
- Construction Field Inspections
- Completes and coordinates research, design and engineering for various large-scale stormwater projects
- Assists the Engineering Services Division in coordinating roadway related stormwater improvements
- Tracks flooding and stormwater issues citywide
- Administers the City's *Wisconsin Pollutant Discharge Elimination System Permit* (WPDES) that regulates the quantity and quality of stormwater leaving the city, pollution prevention, illicit discharge screening, public education & outreach, construction site pollutant control & post-construction stormwater management and represents the City in the Clean Water Network



WATER RESOURCES
 MANAGEMENT
 UTILITY
 DRAINAGE
 COMPLAINT
 TRACKING

WATER RESOURCES MANAGEMENT UTILITY STORM TASK TRACKING



- | | | |
|---|---|--|
| ● Cartograph Inspection, Storm Culvert (36) | ● Inspect, Storm Inlet (1) | ● Repair, Storm Inlet (10) |
| ● Cartograph Inspection, Storm Inlet (7) | ● Install, Storm Culvert (2) | ● Repair, Storm Manhole (5) |
| ● Cartograph Inspection, Storm Outlet (85) | ● Install, Storm Inlet (1) | ● Repair, Storm Pipe (5) |
| ● Clean, Storm Channel (72) | ● Install, Storm Pipe (2) | ● Repair - Patch, Storm Culvert (5) |
| ● Clean, Storm Culvert (30) | ● Maintain, Storm Basin (1) | ● Repair - Patch, Storm Inlet (49) |
| ● Clean, Storm Inlet (16) | ● Maintain, Storm Channel (4) | ● Repair - Turf Restoration, Storm Culvert (6) |
| ● Clean, Storm Manhole (2) | ● Maintain, Storm Culvert (2) | ● Repair - Turf Restoration, Storm Inlet (13) |
| ● Clean, Storm Pipe (3) | ● Maintain, Storm Inlet (1) | ● Replace, Storm Channel (5) |
| ● Curb, Storm Channel (1) | ● Maintain, Storm Pipe (1) | ● Replace, Storm Culvert (8) |
| ● Drainage Engineering Design, Storm Channel (16) | ● Maintain - Vegetation Management, Storm Channel (1) | ● Replace, Storm Inlet (3) |
| ● Drainage Engineering Design, Storm Culvert (1) | ● Rebuild (Partial), Storm Inlet (51) | ● Replace - Endwall, Storm Culvert (5) |
| ● Drainage Engineering Design, Storm Pipe (1) | ● Rebuild (Partial), Storm Manhole (1) | ● Replace - Lid, Storm Manhole (1) |
| ● Drainage Engineering Survey, Storm Channel (48) | ● Remove, Storm Culvert (1) | ● Steam Frozen Culvert, Storm Culvert (22) |
| ● Drainage Engineering Survey, Storm Culvert (1) | ● Remove - Debris, Storm Basin (1) | ● Televis, Storm Pipe (18) |
| ● Drainage Engineering Survey, Storm Pipe (8) | ● Remove - Debris, Storm Channel (18) | ● Tuckpoint, Storm Inlet (13) |
| ● Grade Ditch, Storm Channel (32) | ● Repair, Storm Channel (33) | |
| ● Inspect, Storm Culvert (52) | ● Repair, Storm Culvert (11) | |

EMERGENCY MANAGEMENT

ORGANIZATIONAL CHART

UNDER DCD, PER ORDINANCE # 2657 (APPROVED 1/25/22)

Elected
Leadership

Mayor and
Common
Council

Administration

Director of
Community
Development

Deputy Director
of Community
Development

Operations

Emergency
Management
Manager

2025 SEVERE RAINFALL & FLOOD RESPONSE

Historic Rainfall Event

- Between August 9-12, New Berlin experienced one of the most severe rainfall events recorded in southeastern Wisconsin.
- ~11.75 inches of rain fell within 24 hours, overwhelming stormwater infrastructure and pushing systems beyond design capacity

Community Impact

- 771+ FEMA assistance registrations
- 666 households approved for Individual & Household Program aid
- \$4.3+ million in federal housing assistance awarded
- 560+ households received Other Needs Assistance
- Total federal assistance exceeded \$5.9 million

CITY RESPONSE

- City response and repairs totaled over \$215,000 meeting FEMA reimbursement criteria. City expenses were higher
- Coordinated with Waukesha County on FEMA Public Assistance reimbursement request
- FEMA has denied all reimbursement requests, including appeal
- City applying to the Wisconsin Disaster Fund

RESIDENT ASSISTANCE & OUTREACH

- New Berlin residents received the second-highest FEMA Individual Assistance payments in Waukesha County
- City conducted a multi-faceted information campaign to guide residents through FEMA and SBA assistance programs

ADDITIONAL 2025 EM PROJECTS

-
- EOC Expansion
 - City Warning Siren Software & IT Upgrades (National Weather Service connection)
 - Continuing to Rebuild the Warning Siren Heads (9 total sirens & 2 being rebuilt in 2025)
 - Bi-Directional Public Safety Radio Amplification at the ARC
 - Community Damage Assessment Team



EM SPILL TRAILER



GIS/LIS SERVICES

MISSION STATEMENT

To build, maintain and proactively support a comprehensive Enterprise GIS that promotes information sharing and the effective use of geospatial technology for the benefit of our partners, our customers and our community.

SIGNIFICANT ACHIEVEMENTS

- Updated all maps with the latest version of software.
- Continued support of Cartegraph and creation of new modules (Cemetery, Plow Routes & Electrical Infrastructure).
- Ongoing development of GIS applications for the Police Department.
- Improved process for creating several MMSD reports making the data accessible through Munis and created documentation.
- Assisted with Flood Support: Data collection app, Cartegraph Integration and quality control.

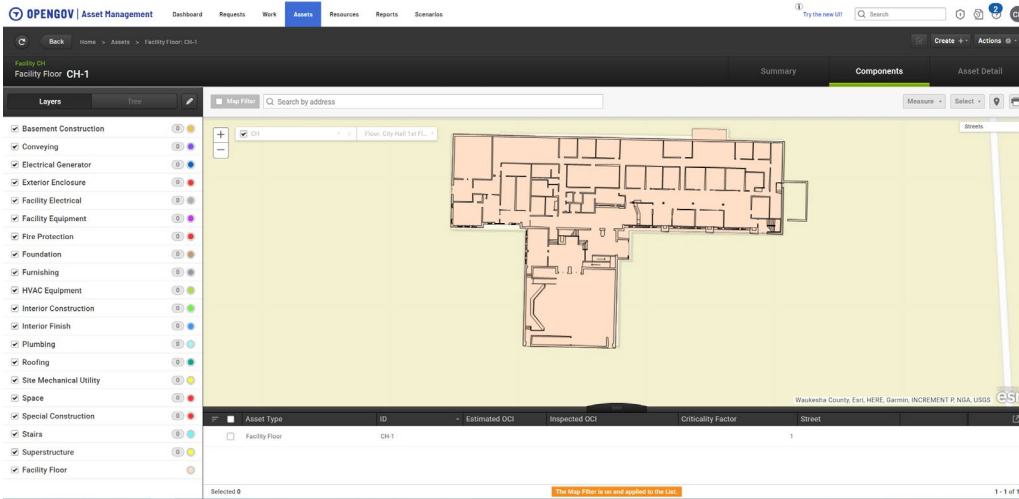
GIS/LIS SERVICES

FUTURE PLANS AND GOALS

- Expand use of Cartegraph Asset Management to go beyond tracking history and into planning and forecasting asset lifecycles
 - Preventative maintenance schedules
 - Asset inventory
 - Task management
- Migrate all GIS data to the cloud to take advantage of the most recent technology and make data more accessible
 - Quality control and re-design
 - Use shared data (rest services) from outside entities
 - Update all maps
- Continue department needs analysis to ensure we are providing the best service possible to all departments

GIS/LIS SERVICES

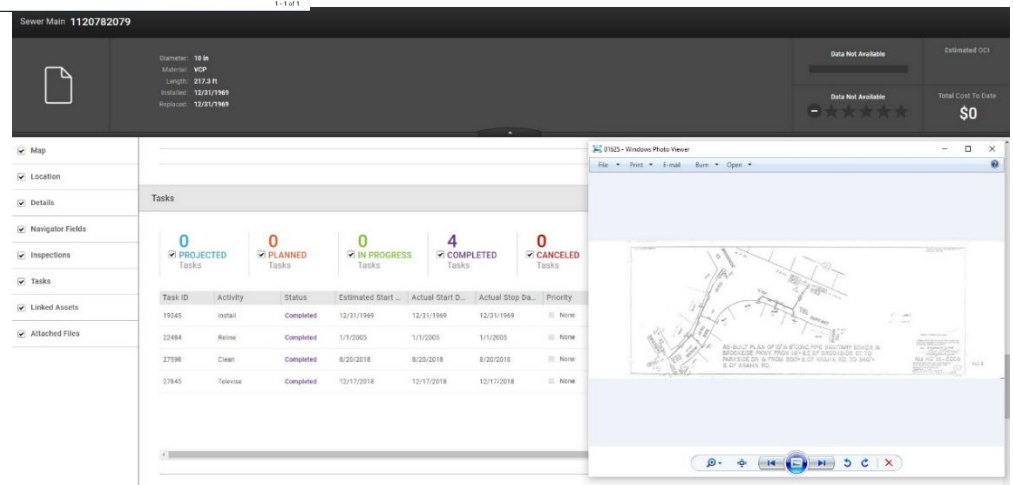
CARTEGRAPH ASSET MANAGEMENT



Maps in Cartegraph are supplied by our Enterprise GIS/LIS system. We maintain dozens of layers for almost every department in the City.

We continue to work with Emergency Management on the use of Cartegraph.

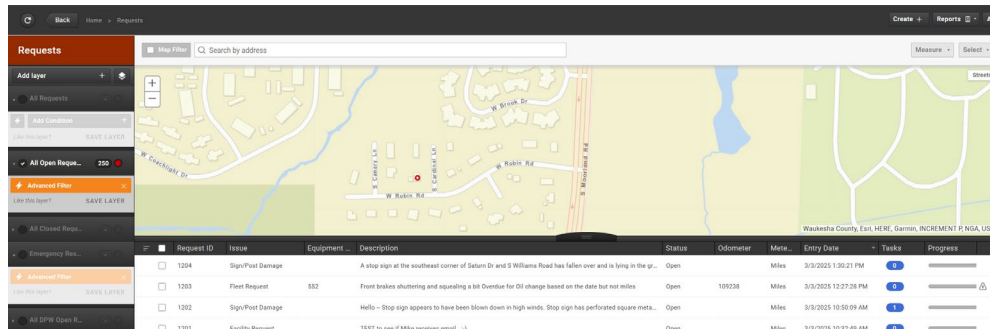
In 2026 we will continue to assist DPW with the migration to Cartegraph and provide support for integration with applications such as Fuelmaster, ActiveNet and Samsara.



GIS/LIS SERVICES

DPW CARTEGRAPH IMPLEMENTATION & CITIZEN REQUEST PORTAL

In early 2025 GIS updated the “Report a Concern” section on the City’s website. This public facing system allows citizens to select a location from a map and integrates directly with Cartegraph. The request received is then converted to a task and assigned to City employees all within the Cartegraph application.



Report a Concern - New Berlin, WI



IF THIS IS AN EMERGENCY, PLEASE CALL 911

This portal provides a means to quickly and easily report non-emergency concerns related to the City’s infrastructure and zoning requirements. When this form is completed a notification will be sent to the appropriate department. If you enter your email address you may receive updates as the issue is addressed.

Concerns submitted through this portal after regular business hours, on weekends, or on holidays will be seen the next business day.

Concern*

-Please select-

Location of concern*

Click the map to start - You can search for an address or manually zoom and click location on map. Location should reflect where the concern is, not necessarily your home address.



GIS/LIS SERVICES

MULTI-DEPARTMENT INTERNAL REQUEST SYSTEM

City staff can now enter requests for other departments through web browser. These request go directly into Cartegraph where the work is then assigned accordingly.

The screenshot shows a web application interface with a header "Select an Issue". Below the header is a form with a label "* Issue:" and a dropdown menu. The dropdown menu is open, showing a list of options: "Facility Request", "Fleet Request", "Parks Request", "Signs Request", and "Streets Request". A red warning icon is visible to the right of the dropdown. Below the form is a table with columns "Request ID" and "Issue". The table is empty, and the text "No records to display" is centered below the table.

Request ID	Issue
------------	-------

No records to display

GIS/LIS SERVICES

OTHER CARTEGRAPH PROJECTS

- DPW work order management (Expand to all divisions and activities)
- Fuelmaster data conversion
- Automate fuel imports after installation of new equipment (Spring 2026)
- Mowing / Landscape Areas / Tree Trimming (In progress)
- Cemetery Sites (Continue with Sunnyside)
 - Online site viewer (Implemented)
 - Cartegraph application for site management
- Fleet and Facilities preventative maintenance plans (Later in 2026)
- Support for Facilities inventory of assets (Ongoing)
- Integration of ActiveNet with Cartegraph for park reservations
- Provide turn by turn directions for plow routes

WHERE TO FIND US....

- www.newberlin.org/dcd
- Facebook
- Twitter
- LinkedIn
- Phone: 262-797-2445
- Email: gkessler@newberlin.org
- <https://www.enjoynewberlin.com/>



FIND US ON FACEBOOK, TWITTER, AND LINKEDIN!



Get all the up-to-date information anywhere you go! **The New Berlin Department of Community Development** is on all your favorite social media sites.

Stay connected and become our friend, fan, and follower to receive updates and announcements regarding ...

- Development projects
- Permits and licenses
- Economic development news
- New businesses
- Meetings, events, and activities



New Berlin Department of Community Development
3805 S. Casper Dr.
New Berlin, WI 53151-0921
262.786.8610
www.newberlin.org



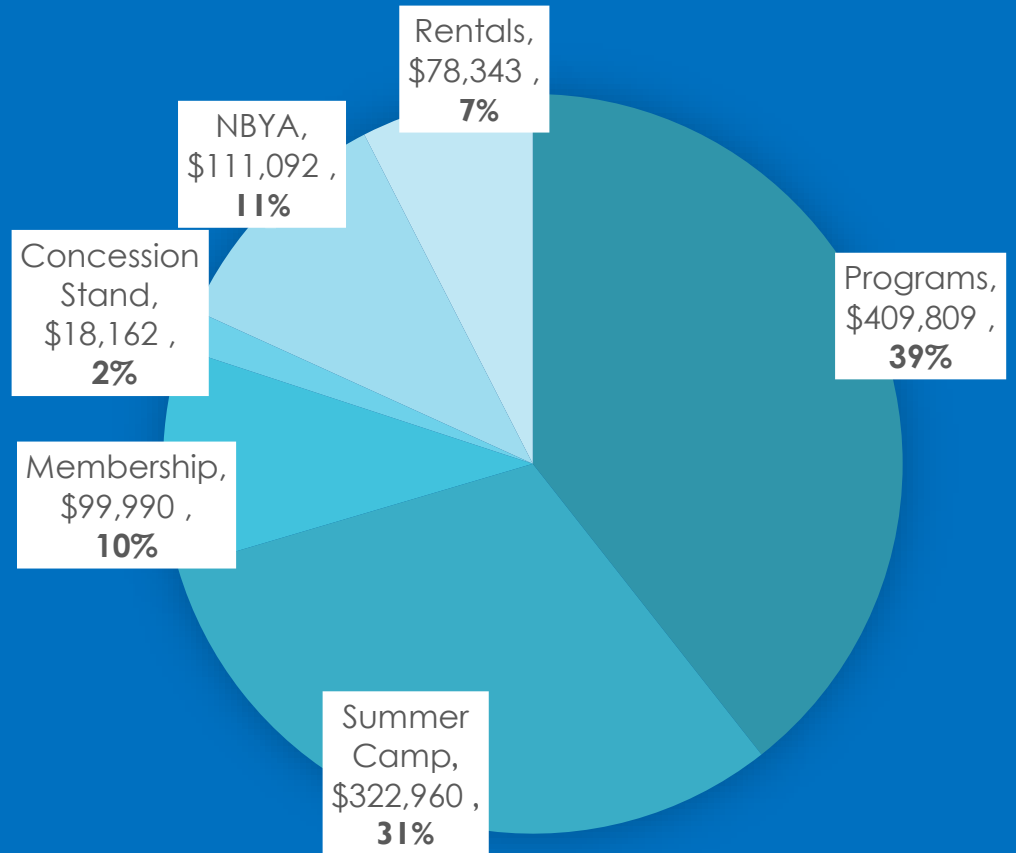
NEW BERLIN RECREATION DIVISION



REVENUE STREAMS

1. Programs and Classes
2. RecPASS and Memberships
3. 3rd Party Memberships
4. Facility and Room Rentals
5. Court Rentals
6. Sports Camps and Clinics
7. Partnerships and Sponsorships
8. Concession Stand

Recreation Division Revenue





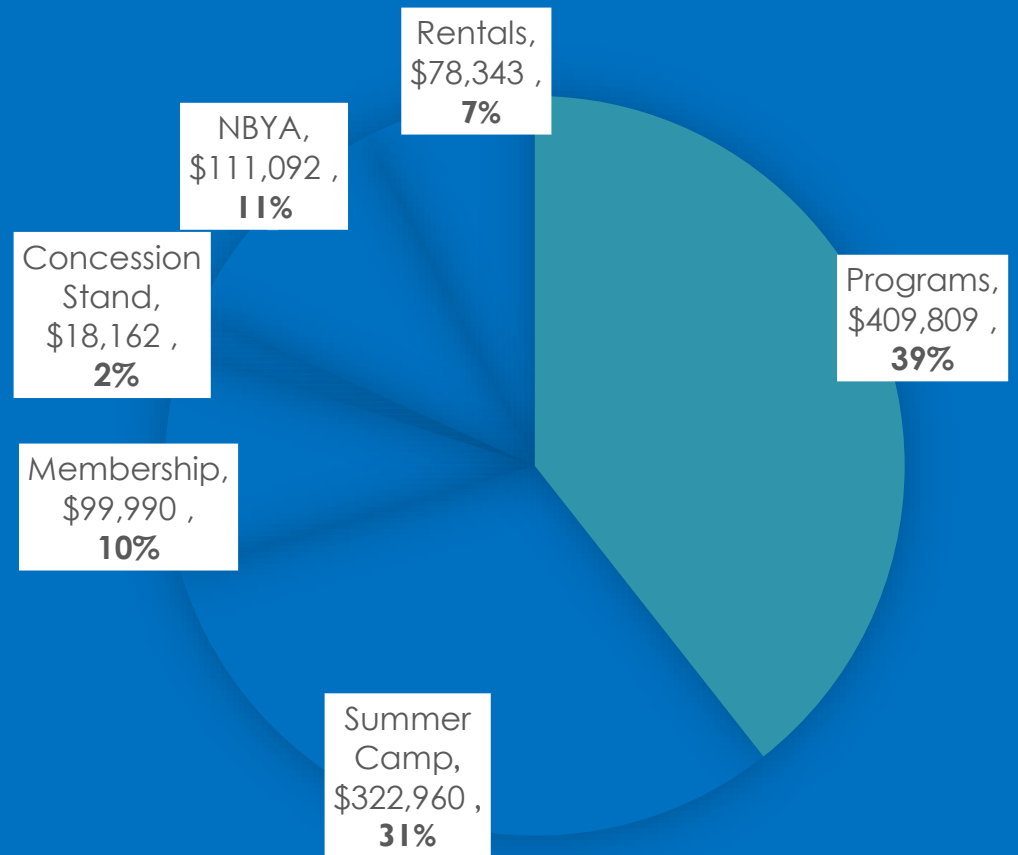
PROGRAMS & CLASSES

Programs:

1. Adult Education (\$2,536)
2. **Adult Sports (\$107,894)**
3. Birthday Parties (\$6,935)
4. Fine Arts (\$56,018)
5. Cooking (\$17,742)
6. **Fitness (\$83,746)**
7. **Instructional (\$97,919)**
8. Other Programs (\$3,058)
9. Safety (\$9,758)
10. Special Events (\$24,190)

Served 12,238 Program Participants, of those 10,396 are New Berlin Residents.

Recreation Division Revenue





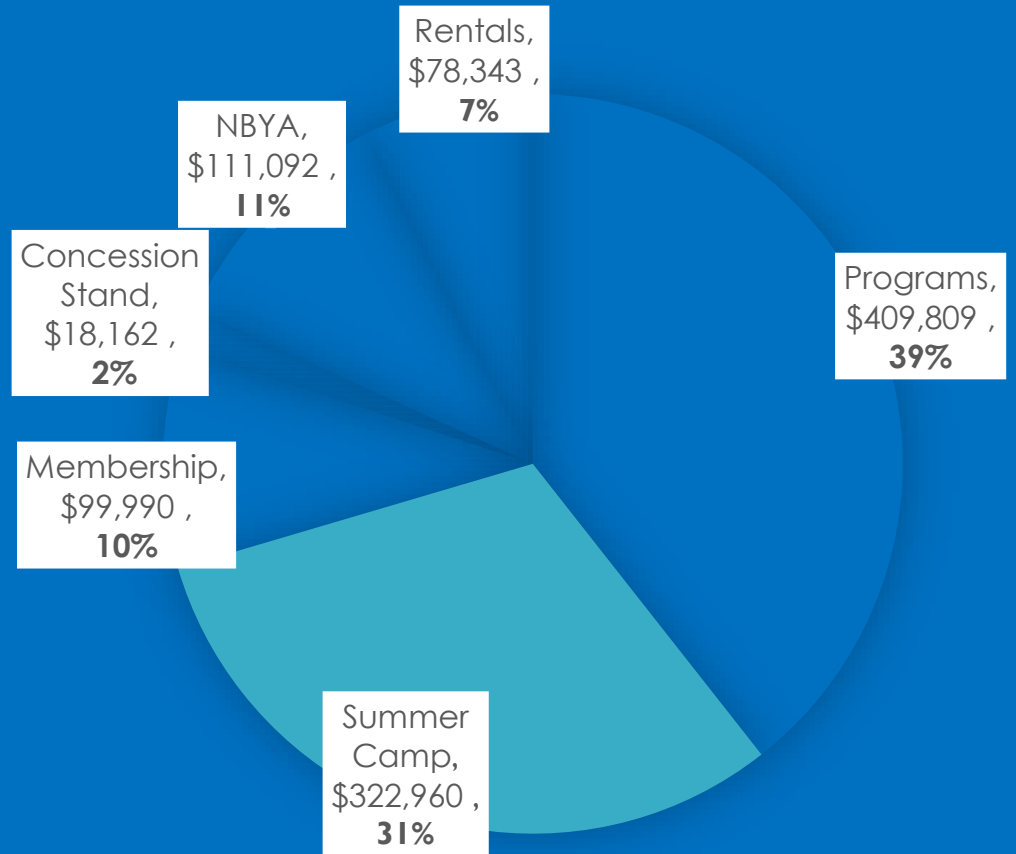
SUMMER CAMP

Two Locations for 2026:

- ARC (120 Capacity)
- Hickory Grove (84 Capacity)

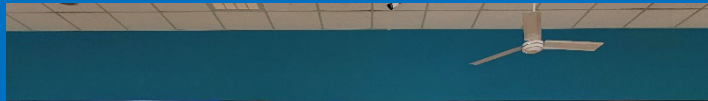


Recreation Division Revenue





SUMMER DAY CAMP



Summer Camp Revenue



*2026 is a 9-week camp instead of 10-week camp

**2026 is the Highest Revenue in
program history!**

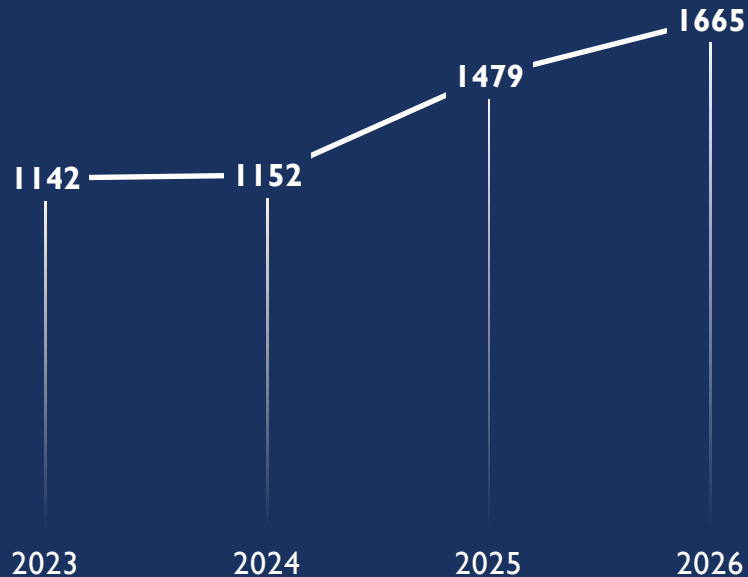
\$347707

465% increase since 2018



SUMMER DAY CAMP

NUMBER OF CAMPERS



*2026 is a 9-week camp instead of 10-week camp





NBYA

New Berlin Youth Athletics

Baseball/Softball

- 506 Players

Soccer

- 548 Players

Basketball

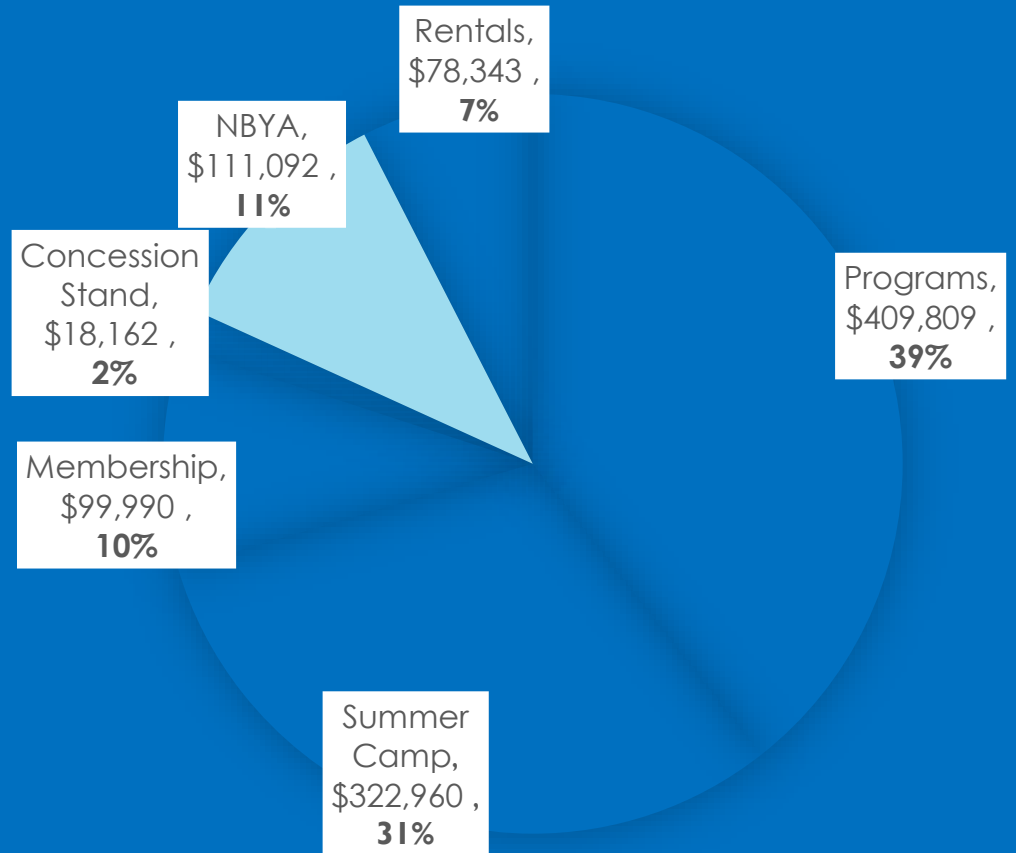
- 449 Players

Total 2025 1,504 Players

Over 150 Volunteer Coaches



Recreation Division Revenue



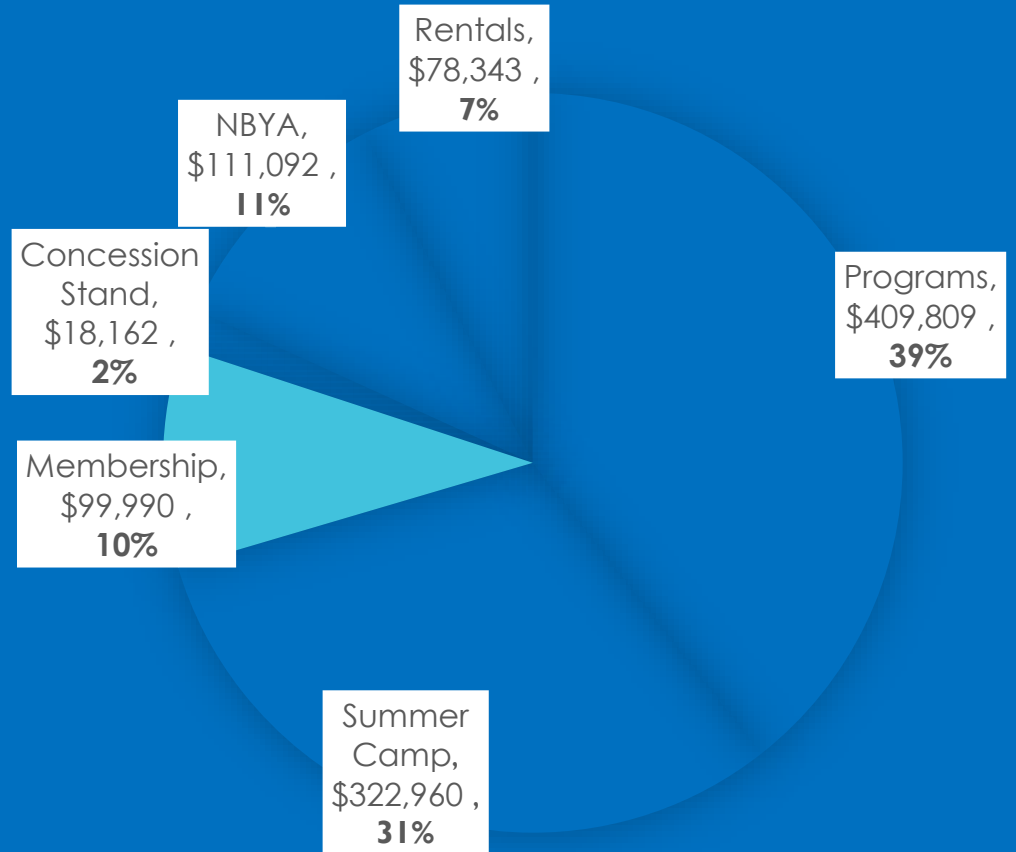


RecPASS & MEMBERSHIPS

2025 by the Numbers

- 26,925 Membership Scans of those 23,006 are New Berlin Residents.
- Sold 7268 Daily Passes.
- Partner with Tivity, Renew Active, and Silver & Fit for free insurance Memberships.

Recreation Division Revenue



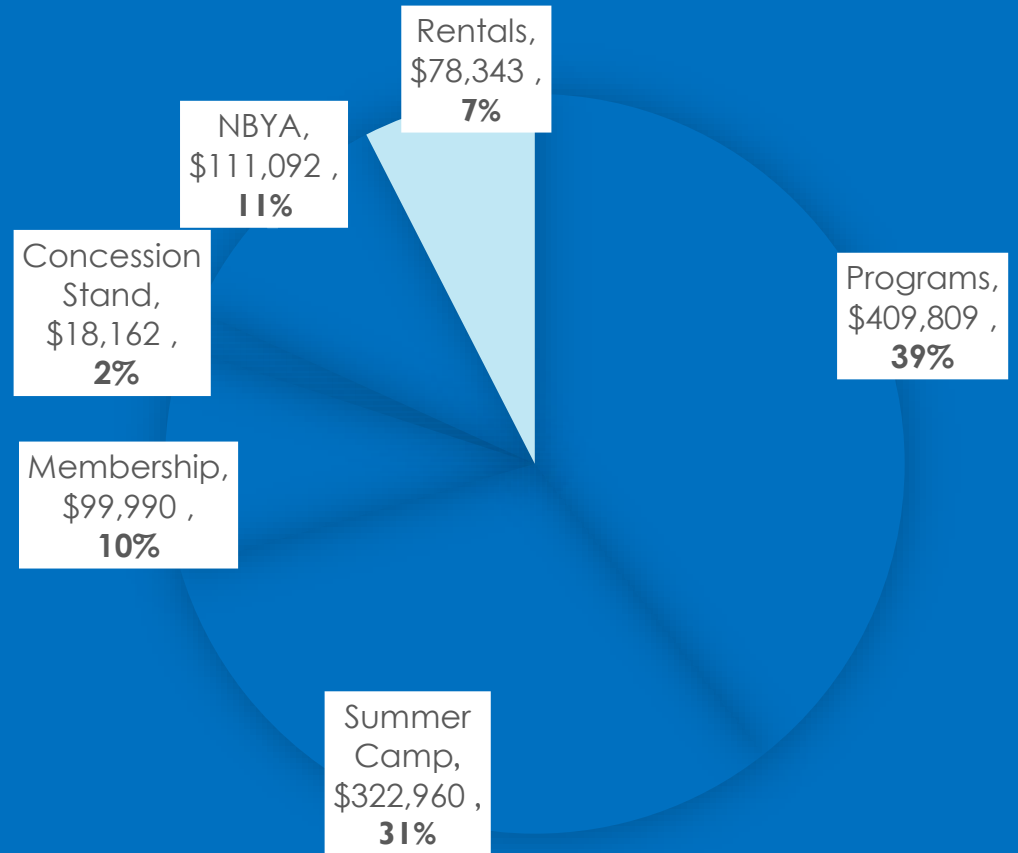


FACILITY RENTALS

2025 Partnered with:

- Wisconsin Futsal Factory
- Field 99
- Chapman Basketball Academy (CBA- AAU)
- Special Olympics
- Miss Wisconsin
- NBJWC
- MVP Volleyball
- Badger State Games TKD

Recreation Division Revenue





FACILITY RENTALS

Gym Schedule:

- Mix of Programs, Open Gym, and Court Rentals.
- 243 Available Gym Hours Per Week
 - (81 Hours per week X 3 Courts)
- Example March 9-15:
 - Programs: 72.72 Hours or 30%
 - Private Rentals: 19.75 Hours or 8%
 - Open Gym/Pickleball: 147.5 Hours or 62%

Key Insight

62% of court time remains flexible/open, presenting strong opportunities for:

- Additional rentals
- New leagues or programs
- Membership amenities

Even a **10% increase in utilization** through rentals, leagues, and membership programming could generate significant additional revenue **without expanding operating hours or facility footprint.**

OPEN GYM SCHEDULE MARCH 2-8

MONDAY	TUESDAY	WED	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BASKETBALL 11:45AM-5:45PM 6:15PM-8:30PM PICKLEBALL 11:45AM-4:45PM	BASKETBALL 10:15AM-5:00PM PICKLEBALL 10:15AM-4:45PM	BASKETBALL 11:45AM-8:30PM PICKLEBALL 11:45AM-5:45PM	BASKETBALL 10:15AM-4:45PM 6:30PM-8:30PM PICKLEBALL 10:15AM-4:45PM	BASKETBALL 11:45AM-4:45PM PICKLEBALL 11:45AM-4:45PM	VOLLEYBALL TOURNAMENT	VOLLEYBALL TOURNAMENT

JOIN THE ARC WITH A REPASS, DAILY, MONTHLY, AND ANNUAL PASSES AVAILABLE!

OPEN GYM SCHEDULE MARCH 9-15

MONDAY	TUESDAY	WED	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BASKETBALL 11:45AM-4:45PM PICKLEBALL 11:45AM-4:45PM	BASKETBALL 10:15AM-5:00PM PICKLEBALL 10:15AM-4:45PM	BASKETBALL 11:45AM-8:30PM PICKLEBALL 11:45AM-5:45PM	BASKETBALL 10:15AM-4:45PM PICKLEBALL 10:15AM-4:45PM	BASKETBALL 11:45AM-5:30PM PICKLEBALL 11:45AM-4:45PM	BASKETBALL 9:00AM-3:30PM PICKLEBALL 9:00AM-3:30PM	BASKETBALL 12:15PM-3:30PM PICKLEBALL 12:15PM-3:30PM

JOIN THE ARC WITH A REPASS, DAILY, MONTHLY, AND ANNUAL PASSES AVAILABLE!



FACILITY RENTALS

Gym Schedule:

- Mix of Programs, Open Gym, and Court Rentals.
- 243 Available Gym Hours Per Week
 - (81 Hours per week X 3 Courts)
- Example March 9-15:
 - Programs: 72.72 Hours or 30%
 - Private Rentals: 19.75 Hours or 8%
 - Open Gym/Pickleball: 147.5 Hours or 62%

Key Insight

62% of court time remains flexible/open, presenting strong opportunities for:

- Additional rentals
- New leagues or programs
- Membership amenities

Even a **10% increase in utilization** through rentals, leagues, and membership programming could generate significant additional revenue **without expanding operating hours or facility footprint.**

OPEN GYM SCHEDULE MARCH 2-8

MONDAY	TUESDAY	WED	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BASKETBALL 11:45AM-5:45PM 6:15PM-8:30PM PICKLEBALL 11:45AM-4:45PM	BASKETBALL 10:15AM-5:00PM PICKLEBALL 10:15AM-4:45PM	BASKETBALL 11:45AM-8:30PM PICKLEBALL 11:45AM-5:45PM	BASKETBALL 10:15AM-4:45PM 6:30PM-8:30PM PICKLEBALL 10:15AM-4:45PM	BASKETBALL 11:45AM-4:45PM PICKLEBALL 11:45AM-4:45PM	VOLLEYBALL TOURNAMENT	VOLLEYBALL TOURNAMENT

JOIN THE ARC WITH A REPASS, DAILY, MONTHLY, AND ANNUAL PASSES AVAILABLE!

OPEN GYM SCHEDULE MARCH 9-15

MONDAY	TUESDAY	WED	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BASKETBALL 11:45AM-4:45PM PICKLEBALL 11:45AM-4:45PM	BASKETBALL 10:15AM-5:00PM PICKLEBALL 10:15AM-4:45PM	BASKETBALL 11:45AM-8:30PM PICKLEBALL 11:45AM-5:45PM	BASKETBALL 10:15AM-4:45PM PICKLEBALL 10:15AM-4:45PM	BASKETBALL 11:45AM-5:30PM PICKLEBALL 11:45AM-4:45PM	BASKETBALL 9:00AM-3:30PM PICKLEBALL 9:00AM-3:30PM	BASKETBALL 12:15PM-3:30PM PICKLEBALL 12:15PM-3:30PM

JOIN THE ARC WITH A REPASS, DAILY, MONTHLY, AND ANNUAL PASSES AVAILABLE!



CONCESSION STANDS

2025 Ran 3 Concession Stands:

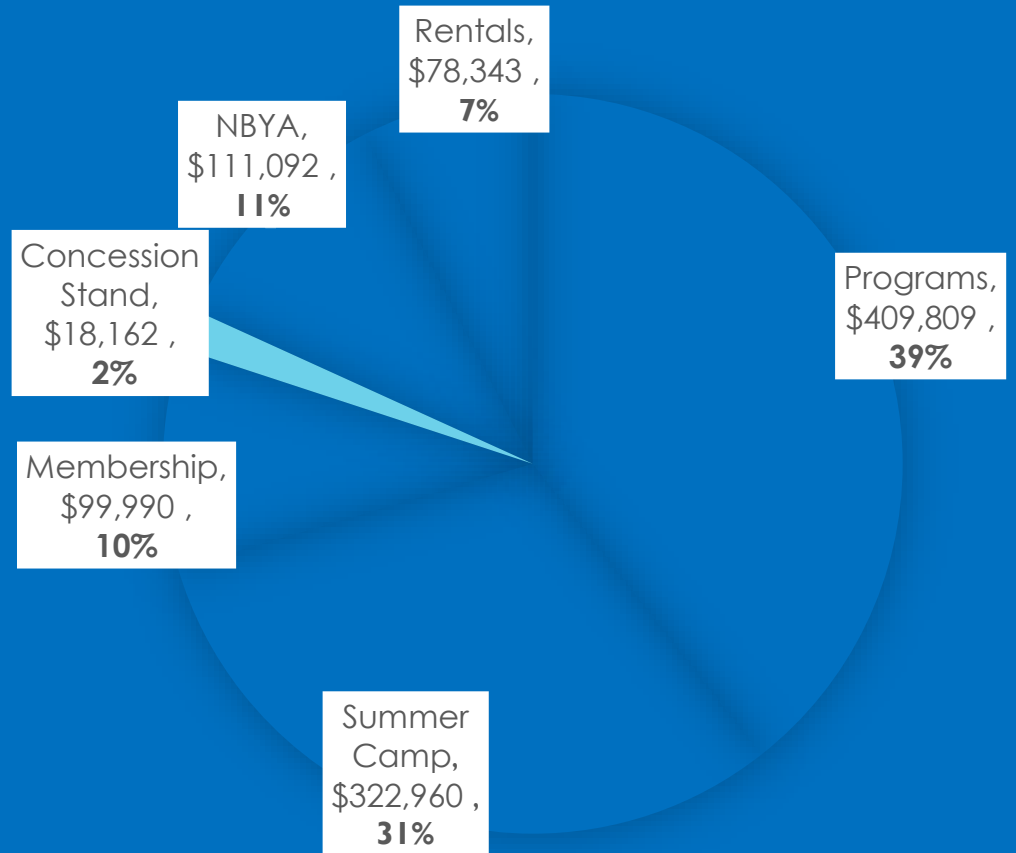
- NBYA Soccer
- Malone Park Softball*
- NBYA Basketball & ARC Special Events

*Malone Park concession stand is reflected in a separate budget. So, the total only includes 2/3 concession stands. \$11,232 was made for Malone Park Softball Concession Stand.

Already at \$28,214 in sales for 2026.

Coming Soon: New Malone Park Pavilion with opportunity for additional Revenue in 2026. Opening date TBD, around July 6th.

Recreation Division Revenue





SENIOR CITIZENS CLUB

Active Members
416 Members
(January-August 2025
300 Members)



- Successfully moved into new facility
- Expanded programming opportunities
- Increased weekly activities





SENIOR CITIZENS CLUB

NEW PROGRAMS

Weekly Activities:

- Crafts
- Ping Pong
- Shuffleboard
- Cards

Looking Ahead

- Expanding hours to Fridays
- Building New Programs

17 Silver Sneakers Fitness Classes-turned into a revenue stream!

(Avg 30 participants/class)





GROWTH OPPORTUNITIES

Biggest Opportunity for Growth: Facility Rentals & Memberships

Strategy:

Activate underutilized gym and facility space with programs, rentals, and membership amenities that generate revenue with low operating costs.

Examples:

Tot Time (Toddler Play Time): Uses daytime gym hours and generates daily pass revenue.

Off-Hour Rentals: Example – Wisconsin Futsal Factory on Friday nights with minimal setup.

Outcome:

Higher facility utilization, new revenue, and expanded community engagement.



OPERATING BUDGET

In 2025:
 \$1,021,702.90 in Revenue*
 \$1,282,555.41 in Expenses*
 Cost Recovery of 80% of Expenses

CITY OF NEW BERLIN									
YEAR-TO-DATE BUDGET REPORT									
FOR 2025 13									
	ORIGINAL APPROP	TRANSFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	REVENUE	
01010400 48042 ADVERTISEMENT RE	-1,750	0	-1,750	.00	.00	-1,750.00	.0%		
01010441 44340 RECREATION PROGR	0	0	0	.00	.00	.00	.0%		
TOTAL UNDESIGNATED	-1,204,170	0	-1,204,170	-1,021,702.90	.00	-182,467.10	84.8%		
TOTAL GENERAL FUND	-1,204,170	0	-1,204,170	-1,021,702.90	.00	-182,467.10	84.8%		
TOTAL REVENUES	-1,204,170	0	-1,204,170	-1,021,702.90	.00	-182,467.10			

CITY OF NEW BERLIN									
YEAR-TO-DATE BUDGET REPORT									
FOR 2025 13									
	ORIGINAL APPROP	TRANSFRS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	EXPENSES	
TOTAL GENERAL FUND	1,215,945	0	1,215,945	1,282,555.41	.00	-66,610.41	105.5%		
TOTAL EXPENSES	1,215,945	0	1,215,945	1,282,555.41	.00	-66,610.41			
GRAND TOTAL	1,215,945	0	1,215,945	1,282,555.41	.00	-66,610.41	105.5%		

** END OF REPORT - Generated by Amy Miller **

Typical recreation functions nationally are achieving cost recovery for recreational programming activities in the range of 40 – 60%. While nationally there are examples of departments that achieve an overall cost recovery exceeding 80%, and in some cases 100% of costs, this is extremely rare. It is also more difficult to achieve when a well-balanced portfolio of programs is provided to ensure a wide variety of offerings for all populations in the community.

*Source: Munis 3/12/26



OPERATING BUDGET

Last 4 Budget Years:

- 2022: Revenue \$390,333 | Expenses \$702,847 | 56% CR
- 2023: Revenue \$558,471 | Expenses \$805,053 | 69% CR
- 2024: Revenue \$723,762 | Expenses \$1,084,551 | 66% CR
- 2025: Revenue \$ 1,021,702 | Expenses \$ 1,282,555 | 80% CR

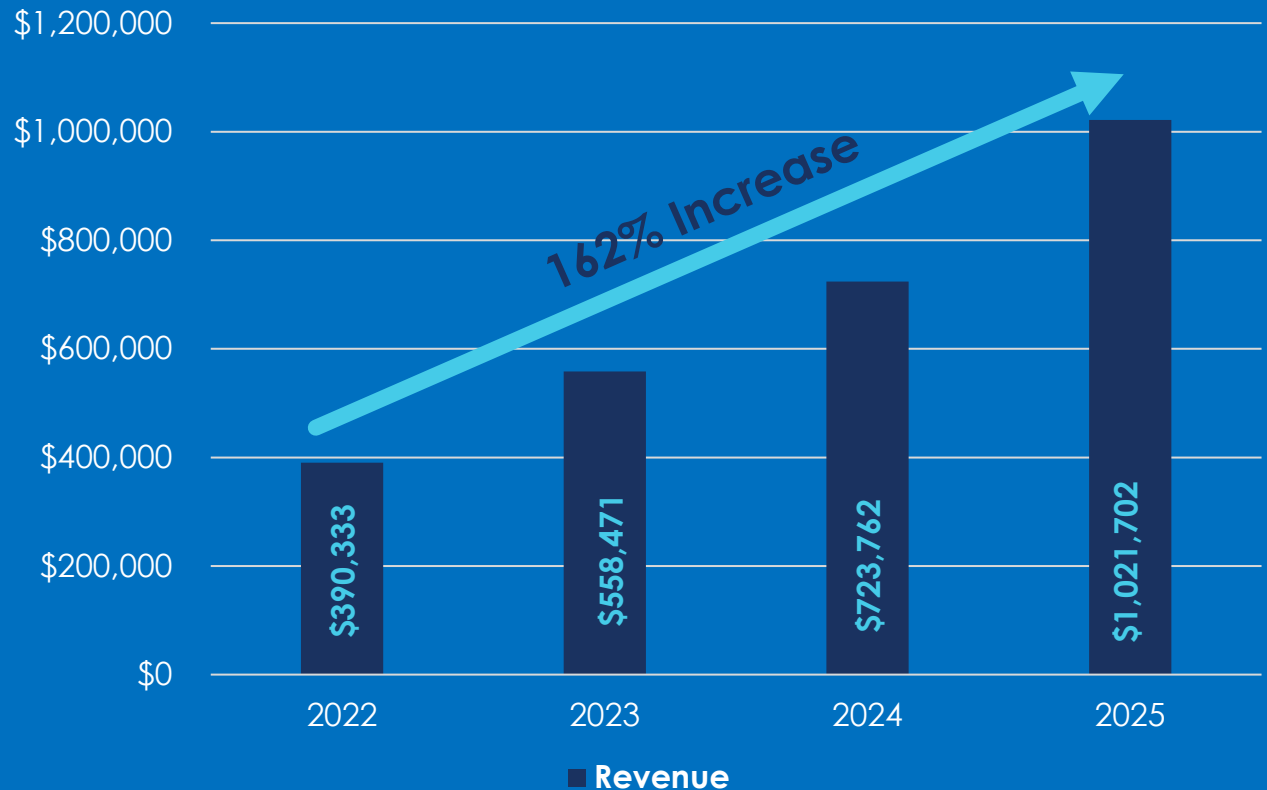


*Data Source:
Munis 3/12/26



OPERATING BUDGET

Recreation Division Revenue




*Data Source:
Munis 3/12/26
Page 143 of 271



THANK YOU!



REQUESTED ACTION STATEMENT

TO: Mayor David Ament
Common Council
FROM: Gregory W. Kessler, AICP - Director 
DATE: March 17, 2026

ISSUE: Authorizing submission of an application to State of Wisconsin Disaster Fund (WDF) for reimbursement of eligible expenses incurred during the August 2025 flood response and recovery.

REQUESTED: Recommend to Common Council adoption of Resolution No. 2026-03 authorizing the Emergency Management Manager, Jim Burns, to submit all required applications and documentation to the Wisconsin Disaster Fund (WDF) for reimbursement of eligible expenses incurred during the August 2025 flood event.

RATIONALE: Between August 9-12, 2025, the City of New Berlin experienced significant historic rainfall that caused widespread flooding, overwhelmed drainage systems, and resulted in substantial impacts of public infrastructure.

The City of New Berlin Incident Management Team and Emergency Operations Center (EOC) was activated on Sunday, August 10, 2025, and an emergency declaration was signed on Tuesday, August 12, 2025, by Mayor David Ament declaring a state of emergency in response to flooding and severe weather impacts that occurred August 9-10, 2025.

The storm event exceeded system capacity, triggered flash flooding, caused damage to public infrastructure, and required extensive emergency response and recovery efforts.

Upon completion of the application, the WDF Coordinator will provide final documents requiring the Chief Elected Officials signature, including the following forms:

- DMA Form 1017 – Wisconsin Disaster Fund Public Assistance Form
- DMA Form 1017A – Assurance of Construction
- DMA Form P.4 – Project Completion Form

The City of New Berlin will maintain records and documentation during the WDF grant period.

Maximizing Disaster Assistance Through Effective Communication Outreach:

- Hundreds of New Berlin households sought federal disaster assistance following basement flooding and property damage.
- For New Berlin ZIP codes, FEMA data shows:
 - ✓ 771+ total assistance registrations
 - ✓ 666 households approved for Individual & Household Program aid
 - ✓ Over \$4.3 million in federal housing assistance was awarded to New Berlin residents
 - ✓ 560+ households received Other Needs Assistance (ONA) aid for items such as personal property loss and essential repairs
 - ✓ Total federal assistance to New Berlin residents exceeded \$5.9 million
- The city estimated that over \$215,000 was expended in response to the flooding for roadway & stormwater repairs, etc. The city worked with Waukesha County on a collective request by all affected communities to seek reimbursement under FEMA’s Public Assistance (PA) program. FEMA has denied all these requests. The appeal by Governor Evers Office was also denied.
- New Berlin residents received the second highest total FEMA Individual Assistance payments in Waukesha Co. A contributing factor in this success was the city’s multi-faceted and long-term communication and information campaign. It provided citizens with crucial direction and resource assistance on cleanup and recovery, including how they should apply for individual FEMA and Small Business Administration (SBA) aid.

Approval of this resolution ensures the City maximizes available state reimbursement and reduces the financial impact on taxpayers.

RESOLUTION NUMBER # 2026-03

WISCONSIN DISASTER FUND

A RESOLUTION authorizing the submittal of an application and worksheets through State of Wisconsin Disaster Fund (WDF) by the Emergency Management Manager, Jim Burns, of the Department of Community Development. This application process is for potential reimbursement from the state for some of the expenses the city incurred during the response and recovery from the August 2025 Flood event.

WHEREAS, between August 9, 2025 through August 12, 2025 the City of New Berlin (and the greater southeastern Wisconsin region) experienced an extreme and historic flood event caused by torrential rainfall which overwhelmed drainage systems.

WHEREAS, the City of New Berlin Incident Management Team and Operations Center was activated on Sunday, August 10, 2025 and an emergency declaration was signed on Tuesday, August 12, 2025 by the City of New Berlin Mayor David Ament declaring a state of emergency in response to flooding and severe weather impacts that occurred on August 9, 2025 through August 10, 2025.

WHEREAS, the August flood event was driven by an unusual rain event that exceeded system capacities, triggered significant flash flooding, caused considerable damage, and required intensive emergency response and recovery efforts.

- Over a short 24-hour span (August 9–10), New Berlin recorded approximately 11.75 inches of rain, making it one of the heaviest in the region. Wisconsin State Climatology Office
- The rainfall overwhelmed local stormwater and sewer systems, causing flash flooding, basement inundations, street and intersection flooding, and widespread infrastructure stress. MMSD+2Wisconsin State Climatology Office+2
- Across southeast Wisconsin, many locations saw 5 to 10+ inches of rain; some areas even reported rainfall amounts exceeding 10–12 inches. Wisconsin State Climatology Office+2Milwaukee Independent+2
- Rivers and streams rose rapidly—overflowing banks and reaching record levels in several basins in the area. Wisconsin State Climatology Office+2Milwaukee Independent+2
- The flooding led to large-scale property damage, many affected basements, and disruption to transportation (closed roads, submerged underpasses). Wisconsin Examiner+3Milwaukee Independent+3MMSD+3
- Emergency responders across municipalities dealt with high call volumes, water rescues, requests for assistance, and coordination of resources. Wisconsin State Climatology Office+3Milwaukee Independent+3Wisconsin Examiner+3

- The event was declared historic in scope: the rainfall totals were among the highest ever recorded in the region for a two-day period, and many systems in place (stormwater, flood management) were pushed beyond capacity. National Weather Service

WHEREAS, when the application is deemed complete, the WDF Coordinator will send approval documents via email which require the Chief Elected Official’s signature on the following forms:

- DMA Form 1017 – Wisconsin Disaster Fund Public Assistance Form
- DMA Form 1017A – Assurance of Construction
- DMA Form P.4 – Project Completion Form

WHEREAS, the City of New Berlin will maintain records and documentation during the WDF grant period;

WHEREAS, the City of New Berlin will submit the Local Applicant Documentation Toolkit to the WDF Coordinator with all required supporting documentation.

NOW, THEREFORE, BE IT RESOLVED, The City of New Berlin Common Council requests the funds and assistance available from the WDF program and will comply with the state rules for the program, and,

HEREBY AUTHORIZES the authorized representative, Mayor David Ament, Mayor or his designee, and the Emergency Management Division of DCD to act on behalf of the City of New Berlin to submit an application to the State of Wisconsin for financial aide for Wisconsin Disaster Recovery proposes, sign documents, and take necessary action to undertake, direct and complete an approved grant application.

Passed and adopted by the Common Council on this 24th day of March, 2026.

By a vote of: ____ in favor, ____ against, and ____ abstain

APPROVED:

David A. Ament, Mayor

Certified/Countersigned:

Rubina Medina, City Clerk

STATE OF WISCONSIN

WISCONSIN DISASTER FUND -ADMINISTRATIVE PLAN-

Revised 01-31-2018



WISCONSIN EMERGENCY MANAGEMENT

Department of Military Affairs

STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
2400 WRIGHT STREET
P. O. BOX 7865
MADISON, WI 53707-7865

WDF Coordinator
widasterfund@wisconsin.gov
Office: (608) 242-3259
Fax: (608) 242-3247

Table of Contents

Contents

Introduction.....	3
Eligibility Criteria.....	4
Application Process.....	5
County Responsibility.....	5
Applicant Responsibility	6
Vetting, Approval and Payment Phases	7
Time Extensions	7
Eligible and Ineligible Costs.....	8
Eligible costs	8
Ineligible costs	9
Work Performed by Fire Departments.....	9
Documentation Requirements	10
Labor	10
Category C (Permanent Work).....	10
Category A & B (Emergency Work)	10
Equipment	11
Materials	11
Contractors	12
Volunteers.....	12
Appendices.....	13

Introduction

The Wisconsin Disaster Fund (WDF) was created by [2005 Wisconsin Act 269](#) which was enacted April 5, 2006. Wisconsin Emergency Management (WEM) was designated as the agency responsible for administering the fund and subsequently developed an Administrative Rule, [WEM 7](#), for this purpose.

WDF is a state-funded program designed to reimburse local governmental units – hereafter referred to as “the Applicant” – for costs imposed by a disaster event when FEMA Public Assistance funding is not available. The state reimburses 70% of eligible costs while the Applicant is responsible for the remaining 30%. The fund reimburses three categories of work: debris clearance, protective measures (such as sandbagging against floodwater), and repairs made to roads and bridges that were damaged by a disaster.

WDF is modeled after FEMA’s Public Assistance Program and is also guided by the [Robert T. Stafford Disaster Relief and Emergency Assistance Act](#). However, it is more limited in scope – therefore, the fund does not cover losses suffered by individuals, businesses, or the agricultural sector.

This handbook was prepared by WEM and contains the required administrative procedures, references, and guidance that will assist you in applying for WDF reimbursement. It is important to remember that WDF is a reimbursement program based on eligible, documented costs that were imposed by a disaster event. Accurate records are essential in documenting the costs of disaster recovery and are necessary to support a WDF claim. No funds will be disbursed until required documentation is provided to WEM-WDF.

Eligibility Criteria

1. "Applicant" means a local governmental unit, which includes counties, cities, villages, towns, and federally recognized tribal governments.
2. The local governmental unit suffered a disaster and applies for disaster assistance funding.
3. A disaster or emergency declaration was issued by the local governmental unit or the state during the incident period of the disaster.
4. The local governmental unit incurred disaster costs that are equal to or exceed \$3.68 per capita.¹ For a town of 2,000 residents, this would be \$7,360 in damages (2,000 x 3.68).
5. Federal disaster assistance is not available to the Applicant because either (1) the state did not meet eligibility thresholds for federal assistance² or (2) the state did achieve eligibility, but the local governmental unit does not reside within a federally declared county.³

¹ The 2010 census is used to determine a local governmental unit's population.

² The state is deemed eligible for FEMA assistance if there is \$1.46 in documented damages per capita on a statewide basis.

³ If the state receives FEMA assistance, specific counties will be deemed eligible for federal assistance by demonstrating \$3.68 in damages per capita on a countywide basis; these federally declared counties serve as FEMA assistance boundaries. A local governmental unit is not eligible for WDF if it resides within a federally declared county.

Application Process

The application process involves two county documents: the Uniform Disaster Situation Report (UDSR) and the Notification to WEM of Eligible Applicants for Wisconsin Disaster Fund, known as the County Notification Form. Subsequently, Applicants submit the Applicant Request for State Public Assistance and the Local Documentation Toolkit, which is a WEM-developed excel document. Upon receiving a complete application package, the WDF Coordinator will evaluate submitted materials to ensure claims are eligible for reimbursement and properly documented. When the application is deemed complete, the WDF Coordinator will send approval documents to the Applicant and subsequently request reimbursement in the form of a check.

County Responsibility

Within 24 hours of the event, the County Emergency Management (EM) Director submits a UDSR. Only one UDSR should be submitted for the entire county – therefore, individual UDSRs will not be submitted for each Applicant. Revised editions of the UDSR should be made as necessary to reflect situational changes.

Within 30 days of the event, the County EM will submit a County Notification Form, which lists potential Applicants (jurisdictions that plan on completing a WDF application), their damage estimates, and population totals to determine whether each Applicant meets the eligibility threshold of \$3.68 in damages per capita. Only one County Notification form needs to be submitted for the entire county – therefore, individual County Notification forms will not be submitted for each Applicant.

The County EM Director should direct Applicants to the WEM-WDF webpage where application materials can be obtained and a “how to” video can be viewed to ensure accuracy of the application on the first submission. Applicant contact with the WDF Coordinator should be established early to facilitate the application process.

- If submitted application materials are not developed and organized according to the instructional “how to” video, the application materials will be returned the Applicant and they will be encouraged to consult with the WDF Coordinator before resubmitting the application package.

Note: If there has been damage to roads, contact should be made as soon as possible with DOT-DDA program personnel.⁴ The County Highway Commissioner often acts as a liaison between the local Applicant and the DOT-DDA program. County EMs should inform Applicants of both the WDF and DDA programs and encourage them to pursue the best available option.

⁴ DDA has better cost-sharing rates compared to WDF. Also, DDA allows for mitigation and/or improvements whereas WDF only allows roads to be restored to pre-disaster condition.

Applicant Responsibility

Within 60 days of the event, the local jurisdiction must submit the Request for State Public Assistance, which allows the Applicant to communicate damage cost claims along each category of work to the WDF Office. The form requires the signature of the local government's Chief Elected Official and codifies the jurisdiction's status as an active Applicant.

- Potential Applicants that are listed on the County Notification Form have 60 days after the disaster event to submit an Applicant Request for State Public Assistance. If an Applicant fails to meet the 60-day deadline, the WDF Coordinator will provide a final notice in writing to the County EM and the (potential) Applicant that the Request for Public Assistance is required and needed. If the Applicant fails to submit the Request for State Public Assistance in response to the WDF Coordinator's request, the Applicant will not be eligible for WDF funds regarding that disaster event and will be removed from all WDF tracking documents.⁵

Within 90 days of the event, all recovery work should be completed and application materials submitted to the WEM-WDF for review. Application materials include:

- Declaration of Disaster/Emergency by the local jurisdiction or county – signed by appropriate official(s).
- Local Documentation Toolkit to identify the costs being claimed – submit electronic version.
- All supporting documentation.
 - Labor Claims: Timesheets AND proof of compensation (including fringe benefits, if claimed).
 - Equipment Usage Claims: Official equipment log/dispatch records OR timesheets that validate a specific employee (operator) used the equipment for the hours claimed.
 - Contractor and Material Claims: Invoices AND proof of payment – often cancelled checks.
 - Volunteer Labor: Sign-in sheets that provide the date, volunteer's name, hours volunteered, location of work, and work performed.
 - Volunteer Equipment: Official dispatch logs OR timesheets that demonstrate employee usage OR volunteer sign-in sheets if volunteer labor operated the equipment.

Application documents can be submitted to WEM-WDF through the County EM or directly to the WDF Coordinator. At all times, the County EM should be kept apprised of Applicants within their county, which is typically done by including the County EM in all email correspondence.

⁵ It is often the case that (potential) Applicants listed on County Notification Forms never come to fruition. The 60-day deadline is an accountability procedure to ensure WDF tracking documents accurately reflect demand on the fund.

Vetting, Approval and Payment Phases

The WDF Coordinator will respond within 45 days of receiving all application materials with either a request to the Applicant for more documentation or a determination that the application is complete.

- The Applicant will have 45 days to respond in full to any request from the WDF Coordinator or their application may be denied.

When the application is deemed complete, the WDF Coordinator will send approval documents via email which require the Chief Elected Official's signature on the following forms:

- DMA Form 1017 – Wisconsin Disaster Fund Public Assistance Form
- DMA Form 1017A – Assurance of Construction
- DMA Form P.4 – Project Completion Form

The signed documents will be returned – electronically or by mail – to the WDF Office within 30 days or funding may be withdrawn.

Upon receipt of the signed approval documents, the WDF Coordinator requests a reimbursement check which, upon receipt, is sent to the County EM Director for distribution to the Applicant.⁶

The Applicant must keep all documentation in accordance with [WEM 7.06 \(3\)](#)

Time Extensions

Within 90 days of the event, all recovery work should be completed and application materials submitted to the WEM-WDF for review. If unforeseen or extenuating circumstances⁷ prevent the Applicant from meeting the 90-day deadline, the jurisdiction must submit an extension request form and explain why recovery work could not be completed within 90 days of the disaster. The WDF Coordinator will review the request and the proposed completion date of the pending work. If the request is approved, time extensions will be granted based on the extenuating circumstances, when such circumstances are expected to subside, and the amount of recovery work still pending. More than one extension may be submitted and granted depending on the situation.

⁶ The Check is sent to County EM offices because the addresses are known and verified. However, if a County EM wants a check sent directly to the Applicant, the County EM shall validate the Local Applicant's mailing address during the approval documents phase, inform the WDF Coordinator of the validated address, and request via email, to the WDF Office, that the check be sent directly to the Applicant.

⁷ Extensions are typically provided when a disaster imposes so much damage on a region that materials and/or contractors are unavailable in the near term. Additionally, projects may also be postponed due to seasonal changes.

Eligible and Ineligible Costs

To be eligible for WDF, costs must be the direct result of the declared disaster or emergency, have occurred during the designated incident period, and be the legal responsibility of an eligible Applicant at the time of the disaster. There are three eligible categories of work: Debris Removal (Category A), Emergency Protective Services (Category B), and Road and Bridge Repair (Category C). Category A and B are considered Emergency Work while Category C is Permanent Work.⁸

Eligible costs

- Category A – Debris Clearance to include woody debris, stump grinding, dirt to fill stump holes, building wreckage, work to clear public roads, and debris placed on roadside for pickup.
- Category B – Protective Measures to eliminate or reduce immediate threats to life, public health or safety or a hazard that threatens significant damage to improved public or private property. Most often includes sandbagging for water control or road closure services.
- Category C – Roads and Bridges to include surfaces, bases, shoulders, ditches, drainage structures, piers, girders, abutments, slope protection and approaches.⁹
 - Roads are eligible for repair if they do not receive federal funds for maintenance. This typically applies to rural major, rural minor and rural local roads. See the Wisconsin DOT webpage on [Functional Classification](#) to determine road classification by county.
 - Private roads, including homeowners' association roads, are not eligible. Roads owned by a tribal government may be eligible even if they are not open to the general public.
 - Mitigation and/or improvement work on roads and bridges is not allowed under WDF.

⁸ The only permanent work eligible under WDF is Roads and Bridges. Therefore, other buildings and infrastructure, such as a public library or public utility infrastructure, are ineligible for permanent work. (See "Ineligible Costs" on the next page for more clarification.)

⁹ Road damage that resulted from debris removal or other emergency work – for example, heavy machinery operating on roadways – may be reimbursable if the damage was based on necessity not negligence.

Ineligible costs

- Damage to water control facilities including dams, reservoirs, levees, drainage channels, shore protective devices, irrigation facilities and pumping facilities.
- Damage to buildings and equipment.
- Damage to utilities including power generation facilities, sewage collection systems and water treatment plants.¹⁰
- Ordinary operating expenses of local governmental units, such as salaries and expenses of public officials, which are not directly related to the disaster.
- Administrative overhead costs associated with disaster response and recovery.
- Costs for which payment has been, or will be, received from any other funding source.
- Disaster-related costs which should be covered and compensated by insurance.
- Applications totaling less than \$500.00.
- Mitigation/improvement projects.
- Assistance provided under written or verbal mutual aid agreements.¹¹
- Costs associated with snow removal.
- Interest incurred on loans for disaster recovery work.

Work Performed by Fire Departments

Guiding Principle: WDF funds are only available if a disaster event imposed additional costs on a local governmental unit. If an established contract between a fire district and municipality covers disaster activities without imposing additional costs on a municipality, then WDF funds will not be available because additional billing beyond the contract was not necessary. In contrast, if the fire district operates on a pay-per-call basis, or if the fire district provided services not covered under contract, the amount billed to the Applicant for disaster work is reimbursable under WDF as long as it is eligible work. Please contact the WDF Coordinator with questions regarding fire departments/districts as this document does not cover every plausible circumstance.

¹⁰ In some circumstances, emergency work (Debris Clearance and Protective Measures) performed on utility infrastructure and water control facilities is reimbursable if the utility is (1) owned and operated by the local governmental unit and (2) if the local governmental unit can document the costs of performing emergency work. Under such circumstances, the costs of emergency work would be claimed on the local jurisdiction's WDF application. Examples of emergency work include Protective Services against downed wires and emergency pump services to prevent wastewater from entering public spaces. However, WDF does not reimburse for permanent work on Utilities (Category F) – therefore, reconstructing utility infrastructure is not eligible.

¹¹ Guiding Principle: WDF funds are only available if a disaster event imposed additional costs on a local governmental unit. Because mutual aid agreements are based on the neighbor-helping-neighbor concept without billing procedures, mutual aid does not impose additional costs on the affected jurisdiction applying to WDF. Therefore, there is no cost to claim.

Documentation Requirements

The Local Applicant Documentation Toolkit must be completed and submitted to the WDF Coordinator with all supporting documentation. Costs are claimed in four categories: Labor costs, equipment usage, material costs, and contractor costs. All costs should be submitted in one Toolkit – separate Toolkits are not used for individual projects. The following documentation must be submitted with the Toolkit to support costs claimed.

Labor

- Labor costs include actual wages paid plus fringe benefits.
- Legible time cards must be submitted that show date(s) and hours worked per employee.
- Pay stubs or other proof of payment may be requested to validate hourly wage, overtime pay, and/or fringe benefits.

Category C (Permanent Work)

For permanent work on roads and bridges (Category C), both regular time and overtime work is eligible for reimbursement for all employees regardless of their status as a part-time, full-time, or temporary employee.

Category A & B (Emergency Work)

Only overtime is reimbursable in Categories A and B for regular (force account) employees.¹² However, regular and overtime pay is eligible for reimbursement for non-budgeted employees (temporary hires) that are tasked to perform Category A or B work in response to a disaster.¹³ If a part-time worker is called in beyond their regularly scheduled hours, this work may be considered overtime and therefore eligible for reimbursement.¹⁴ However, documentation must be provided establishing the hours worked per week as a part-time employee prior to the event.

The value of compensatory time may be eligible for WDF reimbursement if the Applicant can provide a written policy which details employee eligibility and payment procedures. Standby labor costs are not eligible.

No elected official can benefit from his/her position within a unit of government under the code of ethics. As such, WDF cannot reimburse for the cost of any elected official's labor.

¹² Regular time is not reimbursable as the jurisdiction would have compensated force account employees (budgeted employees) for this time worked regardless of the disaster event.

¹³ In this instance, temporary hires are non-budgeted employees who are brought on as an additional expense to help with emergency response efforts such as Debris Clearance. This is an example of an additional cost imposed on the local governmental unit as a result of the disaster event.

¹⁴ For example, if it can be established that a part-time employee works 20 hours per week, but was called in for 10 overtime hours to perform debris removal, which would necessarily create a 30-hour work week, then the additional 10 hours can be claimed as reimbursable overtime pay.

Equipment

All equipment usage is eligible for reimbursement, regardless of whether the employee was on regular or overtime hours while operating the equipment, as long as the equipment was used to perform an eligible category of work. Standby equipment costs are not eligible.

Equipment use is validated through either (1) an equipment log or dispatch record that includes a description of the equipment and the hours it was used or (2) timesheets that validate an operator (employee) was on the job, operating the equipment, for the stated amount of time on a specific date.

Equipment reimbursement is an hourly rate established by the Wisconsin DOT Highway Maintenance Manual, Chapter 02 (Administration), Section 25 (Cost Invoicing), [Subject 50 \(Classified Equipment Rates\)](#).¹⁵ If the Wisconsin DOT schedule of rates does not include the equipment in question, the [FEMA Schedule of Equipment Rates](#) will be used to determine an hourly rate (this is most common for chainsaws). Equipment rates in both the state and federal documents include depreciation, maintenance, fuel, lubricants, and other costs incidental to operations. Therefore, WDF does not reimburse incidental costs such as fuel.

If the Applicant uses equipment that does not have an established rate in the State and FEMA documents, any submitted rate must include documentation that shows each component of the rate is comparable to current market prices. The rate cannot be based on rental rates as they include profit calculations that go beyond operational and maintenance costs for force account equipment. However, rental equipment can be reimbursed if it was used to perform eligible work – for example, a rented chainsaw used to perform debris removal.

Automobiles and trucks are reimbursed on a mileage basis. For reimbursement, accurate records must be kept to document mileage in and mileage out. Routine patrolling, checking on sites, distribution of water, and welfare checks on workers are not eligible for reimbursement. A vehicle must actively perform Category A, B, or C work. For example, a truck used to haul away downed trees would be eligible for mileage reimbursement under Debris Clearance (Category A). In the event that vehicles were used in a mostly stationary manner, such as road closure services, hourly reimbursement rates can be used.

Materials

Materials purchased for disaster response and recovery are eligible for reimbursement if the invoice showing quantities and cost is provided along with proof of payment in the form of cancelled checks. Eligible materials include, but are not limited to, culverts, gravel, other aggregate for road repair, as well as sand and bags for water control operations (typically, only materials used for road repair are eligible for reimbursement). Items such as gloves, rakes, chainsaws, tape, and cones are not eligible. If material is used from a municipal stockpile, a log showing quantity used and invoices that document cost per unit must be provided. Lastly, food costs for emergency workers are eligible but must fall within the first 72 hours of the event and be reasonable.

¹⁵ Ensure the most recent (updated) document is accessed as the current rates and archived rates are stored on the DOT site.

Contractors

For all persons and/or companies hired as contractors, an invoice on company letterhead detailing date(s), hour(s), and location(s) worked must be provided. Cancelled checks should accompany each invoice as proof of payment. The process to hire contractors within 72 hours of the disaster may be exempt from the state bidding procedures. Any hiring done after that timeframe must be done following local and/or state bidding rules. Guidance on this can be found through local or county highway departments, public works departments, or the regional DNR or DOT office. Very few projects claimed under WDF are large enough to warrant bidding procedures.

Volunteers

The value of volunteer labor is used to offset the 30% local share – it does not add to the WDF reimbursement claim, which is based on damages and recovery costs. Examples of eligible volunteer claims include volunteer fire departments and residents who specifically perform eligible work under WDF. Volunteer labor is reimbursed at \$7.25 per hour, the prevailing federal minimum wage. To qualify, there must be a sign-in sheet that documents the date, each volunteer's name, total time worked, work performed, and the location of work. Additionally, volunteer equipment can be claimed based on rates provided in the aforementioned Wisconsin DOT and FEMA documents. Volunteer equipment usage is validate through either (1) an equipment log or dispatch record that includes a description of the equipment and the hours it was used or (2) timesheets that validate an operator (employee) was on the job, operating the equipment, for the stated amount of time on a specific date, or (3) a volunteer labor sing-in sheet that describes the type of work a volunteer operator performed by location, date, and the total usage time of the equipment.

Appendices

Appendix A – Uniform Disaster Situation Report

Appendix B – County Notification Form

Appendix C – Applicant Request for State Public Assistance

Appendix D – Example of a Notification Memorandum

Appendix E – Example of a Determination Memorandum

Appendix F – Extension Request Form

STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT: City of New Berlin

PROJECT: 2026 Roadway Maintenance Joint, Crack Cleaning and Sealing Project

LOCATION: Citywide

REQUEST: Approval of the 2026 Roadway Maintenance Joint, Crack Cleaning and Sealing Project

D.C.D. RECOMMENDATION: Recommend to the Common Council the awarding of a Construction Contract to the lowest responsive, responsible bidder, *Thunder Road, LLC.*, for the 2026 Roadway Maintenance Joint, Crack Cleaning & Sealing Project in an amount of \$149,954.88 and awarding an inspection services contract to Ruckert & Mielke, Inc. in the amount of \$30,876.00. With contingencies and inspection, the not-to-exceed Total Project Costs are \$191,300.00 from account 15110029 59040.

1. Roadway Maintenance

- a. The annual Roadway Maintenance Joint, Crack Cleaning and Sealing Project concentrates on maintaining streets that have a pavement condition ranging from 70 – 100. The emphasis of the Project is to seal as many streets as possible with a pavement condition rating of 70 & 80 as rated in 2025. The next Pavement rating will occur in the summer of 2027.
 - b. 2026 Approved Budget: \$250,000
2. The Roadway Maintenance Account 15110029 59040 is also used for spot repairs (coordinated with the Streets Division) and pavement markings.
 - a. Pavement marking by Waukesha County cost \$21,700.70 in 2025. Based on evaluation of the pavement marking assets, the number of streets we mark will likely increase in 2026.
 - b. The quote received from Ruckert & Mielke, Inc. for inspection services is \$30,876.00 for the 2026 Crack Sealing Project.
 3. On March 11, 2026, the City of New Berlin received five (3) Bids from contractors for the 2026 Roadway Maintenance Joint, Crack Cleaning and Sealing Project. The apparent low Bidder is *Thunder Road, LLC. of Genesee, WI.*
 4. Work is anticipated to begin on or about May 26, 2026 and be completed by October 23, 2026.
 5. The Contractor will provide advanced notification a minimum of 48 hours prior to any crack filling work on a particular street.

DETAILS IN ATTACHED STAFF REPORT

CITY OF NEW BERLIN
DEPARTMENT OF COMMUNITY DEVELOPMENT
BOARD OF PUBLIC WORKS STAFF REPORT

Meeting of March 16, 2026

City of New Berlin 2026 Crack Sealing Program

DATE STAFF REPORT CREATED: March 11, 2026

APPLICANT: City of New Berlin

REQUEST / DESCRIPTION OF PROJECT: The project involves cleaning, routing and sealing cracks on roadways that were rated with a pavement condition of 70 & 80 in 2025. The next pavement inspection will be completed in the summer of 2027. The Base Bid for the project included 174 roadway segments which equates to approximately 34.7 miles of roadway. The work is to be completed by end of October 2026.

A Map showing the roadways to be crack sealed is attached.

BIDS RECEIVED: 3 Bids - A summary of the Bid results is attached.

SELECTED CONTRACTOR: Thunder Road, LLC.

INSPECTION: Four (4) inspection firms were solicited for proposals for this project. DCD received one proposal and recommends selecting Ruekert & Mielke, Inc.. for construction inspection services. The proposal from Ruekert & Mielke, Inc. for this project is attached.

FISCAL IMPACT:

Base Bid	\$ 149,954.88
Contingencies (≈7%)	\$ 10,469.12
Inspection	\$ 30,876.00 <u>Quote from Ruekert & Mielke, Inc.</u>
Total Project Costs	\$191,300.00

SOURCE OF FUNDS

2026 Roadway Maintenance Account: 15110029 59040 Available Funds: \$250,000.00.

D.C.D. RECOMMENDATION: **Recommend to the Common Council the awarding of a Construction Contract to the lowest responsive, responsible bidder, *Thunder Road, LLC*, for the 2026 Roadway Maintenance Joint, Crack Cleaning & Sealing Project in an amount of \$149,954.88 and awarding an inspection services contract to Ruekert & Mielke, Inc. in the amount of \$30,876.00. With contingencies and inspection, the not-to-exceed Total Project Costs are \$191,300.00 from account 15110029 59040.**

Attachments:

Bid Results
Contract & Location Maps
Inspection Quote from Ruekert & Mielke, Inc.

RD-25-02 2026 Roadway Maintenance Joint, Crack Cleaning & Sealing Project
 Bid Results
 March 11, 2026 @ 10:00 A.M.

BIDDER	BID BOND	PRE-QUAL STATEMENT	BASE BID	RANKING
Thunder Road LLC	0		\$ 149,954.88	1
Denler Inc.	0		\$ 161,175.63	2
Fahrner Asphalt Sealers LLC	0		\$ 231,780.21	3
			\$ -	4
			\$ -	5
Engineer's Estimate			\$ 200,248.51	

RD-26-02 2026 Roadway Maintenance Joint, Crack Cleaning & Sealing Project
 CONTRACT RD-26-02

Base Bid			Thunder Road LLC		Denler Inc.		Fahrner Asphalt Sealers LLC		Engineer's	
ITEM NO.	ITEM	QUANTITY (SY)	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Section #2										
1157-09	GATEWOOD CT FROM TERMINI TO GATEWOOD DR	903	\$ 0.166	\$ 149.90	\$ 0.33	\$ 297.99	\$ 0.15	\$ 135.45	0.41	\$ 370.23
1159-01	WOODSHIRE CT FROM TERMINI TO WOODSHIRE DR	704	\$ 0.943	\$ 663.87	\$ 0.33	\$ 232.32	\$ 0.79	\$ 556.16	0.41	\$ 288.64
1160-08	MEADOWMERE PKWY FROM CRESTVIEW DR TO WOODLAN	563	\$ 0.430	\$ 242.09	\$ 0.33	\$ 185.79	\$ 0.25	\$ 140.75	0.41	\$ 230.83
1160-17	WOODSHIRE DR FROM WOODLAND DR TO ROGERS DR	3,238	\$ 0.747	\$ 2,418.79	\$ 0.33	\$ 1,068.54	\$ 1.19	\$ 3,853.22	0.41	\$ 1,327.58
1160-18	WOODSHIRE DR FROM LINCOLN AVE TO WOODLAND DR	2,253	\$ 0.851	\$ 1,917.30	\$ 0.33	\$ 743.49	\$ 0.16	\$ 360.48	0.41	\$ 923.73
Section #3										
1161-02	BROOK DR FROM RIDGE RD TO RIDGE RD	2,464	\$ 0.427	\$ 1,052.13	\$ 0.33	\$ 813.12	\$ 0.88	\$ 2,168.32	0.41	\$ 1,010.24
1161-03	CANARY LN FROM TERMINI TO ROBIN RD	704	\$ 0.241	\$ 169.66	\$ 0.33	\$ 232.32	\$ 1.47	\$ 1,034.88	0.41	\$ 288.64
1161-10	RIDGE RD FROM BROOK DR TO MOORLAND RD	2,464	\$ 0.408	\$ 1,005.31	\$ 0.33	\$ 813.12	\$ 0.39	\$ 960.96	0.41	\$ 1,010.24
1161-12	ROBIN RD FROM TERMINI TO MOORLAND RD	3,373	\$ 0.115	\$ 387.90	\$ 0.33	\$ 1,113.09	\$ 0.07	\$ 236.11	0.41	\$ 1,382.93
1162-15	BUENA PARK ALLEY FROM 166TH ST TO 165TH ST	493	\$ 0.723	\$ 356.44	\$ 0.33	\$ 162.69	\$ 0.20	\$ 98.60	0.41	\$ 202.13
1162-16	BUENA PARK ALLEY FROM 167TH ST TO 166TH ST	493	\$ 0.303	\$ 149.38	\$ 0.33	\$ 162.69	\$ 0.20	\$ 98.60	0.41	\$ 202.13
1162-17	BUENA PARK ALLEY FROM 168TH ST TO 167TH ST	493	\$ 0.303	\$ 149.38	\$ 0.33	\$ 162.69	\$ 0.20	\$ 98.60	0.41	\$ 202.13
1163-01	CALHOUN SERVICE DR FROM TERMINI TO CALHOUN RD	3,802	\$ 0.159	\$ 604.52	\$ 0.33	\$ 1,254.66	\$ 0.37	\$ 1,406.74	0.41	\$ 1,558.82
1164-01	162ND ST FROM ROGERS DR TO LINCOLN AVE	3,960	\$ 0.209	\$ 827.64	\$ 0.33	\$ 1,306.80	\$ 0.11	\$ 435.60	0.41	\$ 1,623.60
1164-02	ROGERS DR FROM MOORLAND RD TO CALHOUN RD	14,925	\$ 0.319	\$ 4,761.08	\$ 0.33	\$ 4,925.25	\$ 0.82	\$ 12,238.50	0.41	\$ 6,119.25
Section #4										
1168-01	EAST LN FROM WEST LN TO ROGERS DR	1,830	\$ 0.364	\$ 666.12	\$ 0.33	\$ 603.90	\$ 0.19	\$ 347.70	0.41	\$ 750.30
1168-02	EAST LN FROM TERMINI TO WESTWARD DR	1,408	\$ 0.163	\$ 229.50	\$ 0.33	\$ 464.64	\$ 0.33	\$ 464.64	0.41	\$ 577.28
1168-03	ELGER CT FROM TERMINI TO WEST LN	704	\$ 0.288	\$ 202.75	\$ 0.33	\$ 232.32	\$ 0.17	\$ 119.68	0.41	\$ 288.64
1168-05	RIDGEWAY DR FROM TERMINI TO WESTWARD DR	1,126	\$ 0.311	\$ 350.19	\$ 0.33	\$ 371.58	\$ 0.35	\$ 394.10	0.41	\$ 461.66
1168-08	ROGERS CT FROM TERMINI TO ROGERS DR	1,267	\$ 0.472	\$ 598.02	\$ 0.33	\$ 418.11	\$ 0.44	\$ 557.48	0.41	\$ 519.47
1168-09	TODD CT FROM TERMINI TO WESTWARD DR	563	\$ 0.327	\$ 184.10	\$ 0.33	\$ 185.79	\$ 0.39	\$ 219.57	0.41	\$ 230.83
1168-11	WOODLAWN DR FROM WEST LN TO WESTWARD DR	2,394	\$ 0.127	\$ 304.04	\$ 0.33	\$ 790.02	\$ 0.15	\$ 359.10	0.41	\$ 981.54
Section #5										
1170-03	PINECREST LN FROM PFEIL DR TO TERMINI	2,699	\$ 0.154	\$ 415.65	\$ 0.33	\$ 890.67	\$ 0.09	\$ 242.91	0.41	\$ 1,106.59
Section #6										
1173-07	VILLA TER FROM VILLA TER TO SUNNY CREST DR	1,408	\$ 0.105	\$ 147.84	\$ 0.33	\$ 464.64	\$ 0.08	\$ 112.64	0.41	\$ 577.28
1174-03	GREEN HILL RD FROM GREEN HILL RD TO VALLEY DR	1,889	\$ 0.092	\$ 173.79	\$ 0.33	\$ 623.37	\$ 0.12	\$ 226.68	0.41	\$ 774.49
1174-05	VALLEY DR FROM TERMINI TO PLEASANT HILL DR	2,253	\$ 0.087	\$ 196.01	\$ 0.33	\$ 743.49	\$ 0.04	\$ 90.12	0.41	\$ 923.73
1176-01	DANNY RD FROM TERMINI TO LINCOLN AVE	2,253	\$ 0.295	\$ 664.64	\$ 0.33	\$ 743.49	\$ 0.24	\$ 540.72	0.41	\$ 923.73
1176-02	DANNY RD FROM TERMINI TO LINCOLN AVE	1,126	\$ 0.298	\$ 335.55	\$ 0.33	\$ 371.58	\$ 0.26	\$ 292.76	0.41	\$ 461.66
Section #10										
1189-01	GLENDALE DR FROM 162ND ST TO CALHOUN RD	11,123	\$ 0.429	\$ 4,771.77	\$ 0.33	\$ 3,670.59	\$ 0.03	\$ 333.69	0.41	\$ 4,560.43
1189-03	162ND ST FROM LINCOLN AVE TO GLENDALE DR	4,928	\$ 0.088	\$ 433.66	\$ 0.33	\$ 1,626.24	\$ 0.08	\$ 394.24	0.41	\$ 2,020.48
1189-04	162ND ST FROM TERMINI TO GLENDALE DR	422	\$ 0.354	\$ 149.39	\$ 0.33	\$ 139.26	\$ 0.14	\$ 59.08	0.41	\$ 173.02
1190-03	166TH ST FROM GLENDALE DR TO CLEVELAND AVE	1,690	\$ 0.087	\$ 147.03	\$ 0.33	\$ 557.70	\$ 0.14	\$ 236.60	0.41	\$ 692.90
1191-07	166TH ST FROM CLEVELAND AVE TO RYERSON RD	5,632	\$ 0.072	\$ 405.50	\$ 0.33	\$ 1,858.56	\$ 0.04	\$ 225.28	0.41	\$ 2,309.12
Section #11										
1195-04	OLIVIA LN FROM TERMINI TO 149TH ST	1,079	\$ 0.319	\$ 344.20	\$ 0.33	\$ 356.07	\$ 0.13	\$ 140.27	0.41	\$ 442.39
1195-07	149TH ST FROM MANOR DR TO DAKOTA ST	2,969	\$ 0.246	\$ 730.37	\$ 0.33	\$ 979.77	\$ 0.20	\$ 593.80	0.41	\$ 1,217.29
1196-02	CONNIE LN FROM DAKOTA ST TO MAYLORE DR	1,678	\$ 0.185	\$ 310.43	\$ 0.33	\$ 553.74	\$ 0.12	\$ 201.36	0.41	\$ 687.98
1196-05	DIANNE DR FROM BRIAN RD TO FRANKLIN DR	1,126	\$ 0.213	\$ 239.84	\$ 0.33	\$ 371.58	\$ 0.06	\$ 67.56	0.41	\$ 461.66
1196-06	DIANNE DR FROM BRIAN RD TO FRANKLIN DR	1,267	\$ 0.212	\$ 268.60	\$ 0.33	\$ 418.11	\$ 0.06	\$ 76.02	0.41	\$ 519.47
1196-16	SANDRA LN FROM MAYLORE DR TO FIELDPOINTE DR	1,754	\$ 0.213	\$ 373.60	\$ 0.33	\$ 578.82	\$ 0.14	\$ 245.56	0.41	\$ 719.14
1196-17	SANDRA LN FROM MAYLORE DR TO FIELDPOINTE DR	1,267	\$ 0.212	\$ 268.60	\$ 0.33	\$ 418.11	\$ 0.20	\$ 253.40	0.41	\$ 519.47
1196-20	TAMMY LN FROM TERMINI TO DAKOTA ST	1,033	\$ 0.144	\$ 148.75	\$ 0.33	\$ 340.89	\$ 0.11	\$ 113.63	0.41	\$ 423.53

Section #12										
1197-03	124TH ST FROM CLEVELAND AVE TO MANITOBA AVE	11,968	\$ 0.076	\$ 909.57	\$ 0.33	\$ 3,949.44	\$ 0.04	\$ 478.72	0.41	\$ 4,906.88
1198-05	LINCOLN RD FROM TERMINI TO 134TH ST	1,214	\$ 0.131	\$ 159.03	\$ 0.33	\$ 400.62	\$ 0.05	\$ 60.70	0.41	\$ 497.74
1198-06	LINCOLN RD FROM MEADOWLARK DR TO 134TH ST	1,214	\$ 0.122	\$ 148.11	\$ 0.33	\$ 400.62	\$ 0.05	\$ 60.70	0.41	\$ 497.74
1198-09	133RD ST FROM TERMINI TO LINCOLN RD	3,373	\$ 0.044	\$ 148.41	\$ 0.33	\$ 1,113.09	\$ 0.03	\$ 101.19	0.41	\$ 1,382.93
1200-03	124TH ST FROM MANITOBA AVE TO OKLAHOMA AVE	6,618	\$ 0.076	\$ 502.97	\$ 0.33	\$ 2,183.94	\$ 0.07	\$ 463.26	0.41	\$ 2,713.38
Section #13										
1201-19	VERONA DR FROM RUSSEL RD TO 129TH ST	2,933	\$ 0.059	\$ 173.05	\$ 0.33	\$ 967.89	\$ 0.06	\$ 175.98	0.41	\$ 1,202.53
1203-05	MAPLEWOOD LN FROM WILBUR DR TO NORTH LN	563	\$ 0.265	\$ 149.20	\$ 0.33	\$ 185.79	\$ 0.33	\$ 185.79	0.41	\$ 230.83
1203-06	NORTH LN FROM POHL DR TO MAPLEWOOD LN	3,942	\$ 0.260	\$ 1,024.92	\$ 0.33	\$ 1,300.86	\$ 0.07	\$ 275.94	0.41	\$ 1,616.22
1204-02	BRENTWOOD RD FROM NORTH LN TO WILBUR DR	282	\$ 0.530	\$ 149.46	\$ 0.33	\$ 93.06	\$ 0.33	\$ 93.06	0.41	\$ 115.62
1204-11	NORTH LN FROM BRENTWOOD DR TO 124TH ST	4,646	\$ 0.954	\$ 4,432.28	\$ 0.33	\$ 1,533.18	\$ 0.50	\$ 2,323.00	0.41	\$ 1,904.86
1204-12	NORTH LN FROM BRENTWOOD DR TO POHL DR	3,238	\$ 0.147	\$ 475.99	\$ 0.33	\$ 1,068.54	\$ 0.75	\$ 2,428.50	0.41	\$ 1,327.58
1204-13	NORTH CT FROM TERMINI TO NORTH LN	563	\$ 0.734	\$ 413.24	\$ 0.33	\$ 185.79	\$ 2.26	\$ 1,272.38	0.41	\$ 230.83
1204-24	WILBUR DR FROM SANDALWOOD DR TO 124TH ST	8,653	\$ 0.062	\$ 536.49	\$ 0.33	\$ 2,855.49	\$ 0.04	\$ 346.12	0.41	\$ 3,547.73
Section #14										
1206-03	COFFEE RD FROM NATIONAL AVE TO CALHOUN RD	27,327	\$ 0.142	\$ 3,880.43	\$ 0.33	\$ 9,017.91	\$ 0.39	\$ 10,657.53	0.41	\$ 11,204.07
1206-13	REGAL DR FROM JANICE CT TO OKLAHOMA AVE	3,520	\$ 0.041	\$ 144.32	\$ 0.33	\$ 1,161.60	\$ 0.56	\$ 1,971.20	0.41	\$ 1,443.20
1206-22	153RD ST FROM SAN MATEO DR TO COFFEE RD	821	\$ 0.181	\$ 148.60	\$ 0.33	\$ 270.93	\$ 0.23	\$ 188.83	0.41	\$ 336.61
1207-03	WILBUR DR FROM MICHELLE WITMER MEMORIAL DR TO 147	1,936	\$ 0.146	\$ 282.66	\$ 0.33	\$ 638.88	\$ 0.11	\$ 212.96	0.41	\$ 793.76
1208-06	HEMLOCK DR FROM TERMINI TO SPRUCE RD	1,173	\$ 0.168	\$ 197.06	\$ 0.33	\$ 387.09	\$ 0.11	\$ 129.03	0.41	\$ 480.93
1208-07	HOWARD AVE FROM HONEYAGER DR TO SUNNY SLOPE RD	3,379	\$ 0.051	\$ 172.33	\$ 0.33	\$ 1,115.07	\$ 0.86	\$ 2,905.94	0.41	\$ 1,385.39
1208-16	SPRUCE RD FROM CRIMSON LN TO WILBUR DR	3,080	\$ 0.102	\$ 314.16	\$ 0.33	\$ 1,016.40	\$ 0.05	\$ 154.00	0.41	\$ 1,262.80
Section #15										
1209-09	159TH ST FROM SANTA ROSA BLVD TO COFFEE RD	563	\$ 0.265	\$ 149.20	\$ 0.33	\$ 185.79	\$ 0.21	\$ 118.23	0.41	\$ 230.83
1212-01	CASPER DR FROM NATIONAL AVE TO TOP O HILL DR	9,387	\$ 0.250	\$ 2,346.75	\$ 0.33	\$ 3,097.71	\$ 0.22	\$ 2,065.14	0.41	\$ 3,848.67
Section #16										
1213-01	POPLAR CREEK TRL FROM MEADOW CREEK CT TO CALHOUN	3,942	\$ 0.283	\$ 1,115.59	\$ 0.33	\$ 1,300.86	\$ 0.07	\$ 275.94	0.41	\$ 1,616.22
1213-02	MEADOW CREEK CT FROM TERMINI TO TERMINI	5,914	\$ 0.324	\$ 1,916.14	\$ 0.33	\$ 1,951.62	\$ 0.39	\$ 2,306.46	0.41	\$ 2,424.74
1213-03	COFFEE RD FROM CALHOUN RD TO SWARTZ RD	44,681	\$ 0.054	\$ 2,412.77	\$ 0.33	\$ 14,744.73	\$ 0.35	\$ 15,638.35	0.41	\$ 18,319.21
1214-01	HEIDE LN FROM TERMINI TO COFFEE RD	3,813	\$ 0.132	\$ 503.32	\$ 0.33	\$ 1,258.29	\$ 0.22	\$ 838.86	0.41	\$ 1,563.33
1214-02	DENA DR FROM TERMINI TO HEIDE LN	1,760	\$ 0.136	\$ 239.36	\$ 0.33	\$ 580.80	\$ 0.14	\$ 246.40	0.41	\$ 721.60
1214-03	LYNETTE LN FROM TERMINI TO HEIDE LN	3,813	\$ 0.171	\$ 652.02	\$ 0.33	\$ 1,258.29	\$ 0.18	\$ 686.34	0.41	\$ 1,563.33
Section #17										
1217-02	CATAMOUNT CT FROM TERMINI TO CATAMOUNT DR	610	\$ 0.244	\$ 148.84	\$ 0.33	\$ 201.30	\$ 0.23	\$ 140.30	0.41	\$ 250.10
1219-02	CARI ADAM DR FROM COFFEE RD TO PHEASANT RUN DR	4,365	\$ 0.270	\$ 1,178.55	\$ 0.33	\$ 1,440.45	\$ 0.18	\$ 785.70	0.41	\$ 1,789.65
1219-03	CARI ADAM CIR FROM TERMINI TO CARI ADAM DR	704	\$ 0.369	\$ 259.78	\$ 0.33	\$ 232.32	\$ 0.20	\$ 140.80	0.41	\$ 288.64
1219-04	CHESTNUT DR FROM TERMINI TO WEHR RD	704	\$ 0.227	\$ 159.81	\$ 0.33	\$ 232.32	\$ 0.22	\$ 154.88	0.41	\$ 288.64
1219-05	CHESTNUT DR FROM TERMINI TO WEHR RD	986	\$ 0.167	\$ 164.66	\$ 0.33	\$ 325.38	\$ 0.20	\$ 197.20	0.41	\$ 404.26
1219-06	PHEASANT RUN DR FROM CARI ADAM DR TO TERMINI	1,830	\$ 0.180	\$ 329.40	\$ 0.33	\$ 603.90	\$ 0.15	\$ 274.50	0.41	\$ 750.30
1219-08	WEHR RD FROM MULBERRY CIR TO RUSTIC RIDGE DR	2,112	\$ 0.318	\$ 671.62	\$ 0.33	\$ 696.96	\$ 0.19	\$ 401.28	0.41	\$ 865.92
1219-09	WEHR RD FROM COFFEE RD TO MULBERRY CIR	1,830	\$ 0.107	\$ 195.81	\$ 0.33	\$ 603.90	\$ 0.22	\$ 402.60	0.41	\$ 750.30
1219-14	MULBERRY CIR FROM TERMINI TO WEHR RD	1,126	\$ 0.197	\$ 221.82	\$ 0.33	\$ 371.58	\$ 0.10	\$ 112.60	0.41	\$ 461.66
Section #19										
1227-07	RAINBOW DR FROM SOUTH VALLEY LN TO BEEHEIM RD	5,133	\$ 0.144	\$ 739.15	\$ 0.33	\$ 1,693.89	\$ 0.14	\$ 718.62	0.41	\$ 2,104.53
1227-08	RAINBOW CT FROM TERMINI TO RAINBOW DR	1,191	\$ 0.302	\$ 359.68	\$ 0.33	\$ 393.03	\$ 0.20	\$ 238.20	0.41	\$ 488.31
1228-01	MARGARET CT FROM TERMINI TO SWARTZ RD	282	\$ 0.587	\$ 165.53	\$ 0.33	\$ 93.06	\$ 1.20	\$ 338.40	0.41	\$ 115.62
Section #21										
1233-03	HORIZON DR FROM TERMINI TO CALHOUN RD	1,971	\$ 0.127	\$ 250.32	\$ 0.33	\$ 650.43	\$ 0.49	\$ 965.79	0.41	\$ 808.11
1233-07	TREETOP LN FROM CLOVER DR TO CALHOUN RD	986	\$ 0.151	\$ 148.89	\$ 0.33	\$ 325.38	\$ 0.17	\$ 167.62	0.41	\$ 404.26
1233-08	HORIZON DR FROM TERMINI TO CALHOUN RD	1,267	\$ 0.128	\$ 162.18	\$ 0.33	\$ 418.11	\$ 0.19	\$ 240.73	0.41	\$ 519.47
Section #22										
1237-08	HEATHERLY DR FROM REGAL MANOR DR TO LONGVIEW DR	1,830	\$ 0.080	\$ 146.40	\$ 0.33	\$ 603.90	\$ 0.69	\$ 1,262.70	0.41	\$ 750.30
1237-10	MAYFLOWER DR FROM LONGVIEW DR TO REGAL MANOR D	1,830	\$ 0.061	\$ 111.63	\$ 0.33	\$ 603.90	\$ 0.69	\$ 1,262.70	0.41	\$ 750.30

1237-16	REGAL MANOR CT FROM TERMINI TO TERMINI	1,267	\$ 0.436	\$ 552.41	\$ 0.33	\$ 418.11	\$ 1.90	\$ 2,407.30	0.41	\$ 519.47
1237-18	REGAL MANOR CT FROM TERMINI TO REGAL MANOR DR	282	\$ 0.530	\$ 149.46	\$ 0.33	\$ 93.06	\$ 1.28	\$ 360.96	0.41	\$ 115.62
1239-01	CALDWELL DR FROM CALDWELL DR TO MARY ROSS DR	1,760	\$ 0.125	\$ 220.00	\$ 0.33	\$ 580.80	\$ 0.46	\$ 809.60	0.41	\$ 721.60
1239-02	CALDWELL DR WEST FROM SALENTINE DR TO CALDWELL D	5,632	\$ 0.062	\$ 349.18	\$ 0.33	\$ 1,858.56	not provided	\$ 957.44	0.41	\$ 2,309.12
1239-03	CALDWELL DR EAST FROM CALDWELL DR TO SALENTINE D	2,957	\$ 0.143	\$ 422.85	\$ 0.33	\$ 975.81	\$ 0.33	\$ 975.81	0.41	\$ 1,212.37
1239-07	HARMONY CT FROM TERMINI TO CALDWELL DR	1,291	\$ 0.115	\$ 148.47	\$ 0.33	\$ 426.03	\$ 0.11	\$ 142.01	0.41	\$ 529.31
1239-14	MELODY CT FROM TERMINI TO MELODY DR	1,267	\$ 0.117	\$ 148.24	\$ 0.33	\$ 418.11	\$ 0.88	\$ 1,114.96	0.41	\$ 519.47
1240-02	ALLISON DR FROM REGAL MANOR DR TO LONGVIEW DR	1,830	\$ 0.080	\$ 146.40	\$ 0.33	\$ 603.90	\$ 0.69	\$ 1,262.70	0.41	\$ 750.30
1240-07	DEERWOOD DR FROM LONGVIEW DR TO MARIETTA DR	2,253	\$ 0.311	\$ 700.68	\$ 0.33	\$ 743.49	\$ 0.71	\$ 1,599.63	0.41	\$ 923.73
1240-13	MARIETTA DR FROM LONGVIEW DR TO REGAL MANOR DR	1,690	\$ 0.213	\$ 359.97	\$ 0.33	\$ 557.70	\$ 0.74	\$ 1,250.60	0.41	\$ 692.90
1240-14	MELODY DR FROM SOVEREIGN DR TO CALDWELL DR	4,928	\$ 0.204	\$ 1,005.31	\$ 0.33	\$ 1,626.24	\$ 0.68	\$ 3,351.04	0.41	\$ 2,020.48
Section #23										
1241-02	HONEYAGER DR FROM TERMINI TO HOWARD AVE	4,083	\$ 0.492	\$ 2,008.84	\$ 0.33	\$ 1,347.39	\$ 0.55	\$ 2,245.65	0.41	\$ 1,674.03
1241-03	FIVE IRON CT FROM TERMINI TO HONEYAGER DR	422	\$ 0.863	\$ 364.19	\$ 0.33	\$ 139.26	\$ 1.12	\$ 472.64	0.41	\$ 173.02
1241-04	FOHR DR FROM FARRELL DR TO HONEYAGER DR	1,549	\$ 0.509	\$ 788.44	\$ 0.33	\$ 511.17	\$ 2.76	\$ 4,275.24	0.41	\$ 635.09
1241-05	NINE IRON CT FROM TERMINI TO FOHR DR	422	\$ 0.527	\$ 222.39	\$ 0.33	\$ 139.26	\$ 0.78	\$ 329.16	0.41	\$ 173.02
1241-06	FARRELL DR FROM FOHR DR TO SUNNY SLOPE RD	3,238	\$ 0.364	\$ 1,178.63	\$ 0.33	\$ 1,068.54	\$ 0.72	\$ 2,331.36	0.41	\$ 1,327.58
1241-07	HONEYAGER DR FROM FARRELL DR TO HONEYAGER DR	2,394	\$ 0.446	\$ 1,067.72	\$ 0.33	\$ 790.02	\$ 0.53	\$ 1,268.82	0.41	\$ 981.54
1242-03	ADELL AVE FROM TERMINI TO LINFIELD LN	1,830	\$ 0.806	\$ 1,474.98	\$ 0.33	\$ 603.90	\$ 0.93	\$ 1,701.90	0.41	\$ 750.30
1242-06	DOVERHILL LN FROM ADELL AVE TO CAMROSE AVE	3,379	\$ 0.701	\$ 2,368.68	\$ 0.33	\$ 1,115.07	\$ 0.82	\$ 2,770.78	0.41	\$ 1,385.39
1242-07	ELMONT LN FROM HARCOVE DR TO CAMROSE AVE	4,083	\$ 0.703	\$ 2,870.35	\$ 0.33	\$ 1,347.39	\$ 0.42	\$ 1,714.86	0.41	\$ 1,674.03
1242-08	ELMONT LN (COURT) FROM TERMINI TO ELMONT LN	463	\$ 0.653	\$ 302.34	\$ 0.33	\$ 152.79	\$ 3.77	\$ 1,745.51	0.41	\$ 189.83
1242-10	FENWAY CT FROM TERMINI TO FENWAY DR	1,830	\$ 0.390	\$ 713.70	\$ 0.33	\$ 603.90	\$ 0.91	\$ 1,665.30	0.41	\$ 750.30
1242-17	LINFIELD LN FROM GLENORA AVE TO ADELL AVE	3,379	\$ 0.109	\$ 368.31	\$ 0.33	\$ 1,115.07	\$ 0.76	\$ 2,568.04	0.41	\$ 1,385.39
1242-18	MARK DR FROM TERMINI TO MOORLAND RD	6,336	\$ 0.683	\$ 4,327.49	\$ 0.33	\$ 2,090.88	\$ 0.91	\$ 5,765.76	0.41	\$ 2,597.76
1242-24	TIE AVE FROM GLENORA AVE TO FENWAY DR	1,408	\$ 0.105	\$ 147.84	\$ 0.33	\$ 464.64	\$ 0.65	\$ 915.20	0.41	\$ 577.28
1243-01	CAMROSE AVE FROM MAYFLOWER DR TO HUNTER LN	3,661	\$ 0.538	\$ 1,969.62	\$ 0.33	\$ 1,208.13	\$ 0.89	\$ 3,258.29	0.41	\$ 1,501.01
1243-05	MAPLE RIDGE RD FROM CAMROSE AVE TO MAYFLOWER DR	3,661	\$ 0.167	\$ 611.39	\$ 0.33	\$ 1,208.13	\$ 0.86	\$ 3,148.46	0.41	\$ 1,501.01
1243-06	MAPLE RIDGE CT FROM TERMINI TO MAPLE RIDGE RD	563	\$ 0.547	\$ 307.96	\$ 0.33	\$ 185.79	\$ 0.98	\$ 551.74	0.41	\$ 230.83
1243-10	RACHEL LN FROM CAMROSE AVE TO MAYFLOWER DR	2,394	\$ 0.801	\$ 1,917.59	\$ 0.33	\$ 790.02	\$ 0.51	\$ 1,220.94	0.41	\$ 981.54
1243-11	RACHEL CT FROM TERMINI TO RACHEL LN	563	\$ 1.091	\$ 614.23	\$ 0.33	\$ 185.79	\$ 1.15	\$ 647.45	0.41	\$ 230.83
1243-13	QUIMBY AVE FROM MAYFLOWER CT TO MAPLE RIDGE RD	1,549	\$ 0.503	\$ 779.15	\$ 0.33	\$ 511.17	\$ 1.10	\$ 1,703.90	0.41	\$ 635.09
Section #24										
1245-02	CARNABY LN FROM SCARBOROUGH DR TO WEATHERSTON	1,549	\$ 0.672	\$ 1,040.93	\$ 0.33	\$ 511.17	\$ 0.82	\$ 1,270.18	0.41	\$ 635.09
1245-06	COVENTRY RD FROM SCARBOROUGH DR TO WEATHERSTO	3,942	\$ 0.924	\$ 3,642.41	\$ 0.33	\$ 1,300.86	\$ 0.86	\$ 3,390.12	0.41	\$ 1,616.22
1245-07	COVENTRY CT FROM TERMINI TO COVENTRY RD	422	\$ 1.020	\$ 430.44	\$ 0.33	\$ 139.26	\$ 0.63	\$ 265.86	0.41	\$ 173.02
1245-12	SCARBOROUGH DR FROM VICTORIA CIR TO GREENLAWN T	3,238	\$ 0.827	\$ 2,677.83	\$ 0.33	\$ 1,068.54	\$ 0.92	\$ 2,978.96	0.41	\$ 1,327.58
1245-14	SCARBOROUGH CT FROM TERMINI TO CARNABY LN	563	\$ 0.746	\$ 420.00	\$ 0.33	\$ 185.79	\$ 0.94	\$ 529.22	0.41	\$ 230.83
1245-16	VICTORIA CIR FROM STONEWOOD RD TO SCARBOROUGH D	6,336	\$ 0.178	\$ 1,127.81	\$ 0.33	\$ 2,090.88	\$ 0.77	\$ 4,878.72	0.41	\$ 2,597.76
1245-17	VICTORIA CT FROM TERMINI TO VICTORIA CIR	704	\$ 0.820	\$ 577.28	\$ 0.33	\$ 232.32	\$ 0.76	\$ 535.04	0.41	\$ 288.64
1245-21	VICTORIA CT FROM TERMINI TO VICTORIA CIR	563	\$ 0.265	\$ 149.20	\$ 0.33	\$ 185.79	\$ 0.90	\$ 506.70	0.41	\$ 230.83
1245-22	VICTORIA CT FROM VICTORIA CIR TO VICTORIA CIR	211	\$ 0.709	\$ 149.60	\$ 0.33	\$ 69.63	\$ 1.14	\$ 240.54	0.41	\$ 86.51
1245-25	WEATHERSTONE BLVD FROM 124TH ST TO SCARBOROUGH	845	\$ 0.699	\$ 590.66	\$ 0.33	\$ 278.85	\$ 0.78	\$ 659.10	0.41	\$ 346.45
1245-29	WIMBLEDON DR FROM SCARBOROUGH DR TO CAVENDISH	3,098	\$ 0.802	\$ 2,484.60	\$ 0.33	\$ 1,022.34	\$ 0.91	\$ 2,819.18	0.41	\$ 1,270.18
1245-31	WOODHILL CT FROM WOODHILL LN TO TERMINI	1,056	\$ 0.646	\$ 682.18	\$ 0.33	\$ 348.48	\$ 0.51	\$ 538.56	0.41	\$ 432.96
1245-32	WOODHILL CT FROM TERMINI TO WOODHILL LN	563	\$ 0.714	\$ 401.98	\$ 0.33	\$ 185.79	\$ 0.72	\$ 405.36	0.41	\$ 230.83
1246-07	STRATFORD DR FROM LINFIELD DR TO WILSHIRE DR	704	\$ 2.976	\$ 2,095.10	\$ 0.33	\$ 232.32	\$ 4.43	\$ 3,118.72	0.41	\$ 288.64
1246-17	KOLUPAR LN FROM HOWARD AVE TO UPLAND RIDGE CT	704	\$ 1.872	\$ 1,317.89	\$ 0.33	\$ 232.32	\$ 2.26	\$ 1,591.04	0.41	\$ 288.64
1246-18	UPLAND RIDGE PKWY FROM TERMINI TO HOWARD AVE	2,253	\$ 0.639	\$ 1,439.67	\$ 0.33	\$ 743.49	\$ 2.89	\$ 6,511.17	0.41	\$ 923.73
1246-19	UPLAND RIDGE CT FROM TERMINI TO UPLAND RIDGE PKWY	1,549	\$ 0.902	\$ 1,397.20	\$ 0.33	\$ 511.17	\$ 1.09	\$ 1,688.41	0.41	\$ 635.09
1247-18	SUN VALLEY DR FROM SUNNY SLOPE RD TO MAPLE RIDGE	3,379	\$ 0.970	\$ 3,277.63	\$ 0.33	\$ 1,115.07	\$ 0.85	\$ 2,872.15	0.41	\$ 1,385.39
1247-19	SUN VALLEY DR FROM SOMMERSET DR TO ARMOUR AVE	3,379	\$ 0.448	\$ 1,513.79	\$ 0.33	\$ 1,115.07	\$ 0.72	\$ 2,432.88	0.41	\$ 1,385.39
Section #26										
1253-09	LINDENWOOD DR FROM TERMINI TO FOREST AVE	1,690	\$ 1.267	\$ 2,141.23	\$ 0.33	\$ 557.70	\$ 1.29	\$ 2,180.10	0.41	\$ 692.90

BID TAB

1253-11	LINDENWOOD CT FROM TERMINI TO LINDENWOOD DR	422	\$ 1.209	\$ 510.20	\$ 0.33	\$ 139.26	\$ 1.24	\$ 523.28	0.41	\$ 173.02
Section #28										
1261-01	TURNBERRY LN FROM TERMINI TO БЕЛОIT RD	3,238	\$ 0.544	\$ 1,761.47	\$ 0.33	\$ 1,068.54	\$ 0.68	\$ 2,201.84	0.41	\$ 1,327.58
1262-01	CROWN DR FROM NATIONAL AVE TO TRILLIUM DR	563	\$ 0.277	\$ 155.95	\$ 0.33	\$ 185.79	\$ 0.11	\$ 61.93	0.41	\$ 230.83
1262-02	HILLCREST DR FROM TERMINI TO TRILLIUM DR	5,427	\$ 0.508	\$ 2,756.92	\$ 0.33	\$ 1,790.91	\$ 0.30	\$ 1,628.10	0.41	\$ 2,225.07
1262-04	FAIRVIEW DR FROM LAWNSDALE RD TO HILLCREST DR	2,593	\$ 0.183	\$ 474.52	\$ 0.33	\$ 855.69	\$ 0.49	\$ 1,270.57	0.41	\$ 1,063.13
1262-05	LOOKOUT LN FROM TERMINI TO HILLCREST DR	2,112	\$ 0.207	\$ 437.18	\$ 0.33	\$ 696.96	\$ 0.60	\$ 1,267.20	0.41	\$ 865.92
1262-07	TRILLIUM DR FROM TERMINI TO БЕЛОIT RD	2,787	\$ 0.170	\$ 473.79	\$ 0.33	\$ 919.71	\$ 0.45	\$ 1,254.15	0.41	\$ 1,142.67
1263-06	OAK RIDGE DR FROM BRENNAN DR TO BERES RD	6,600	\$ 0.059	\$ 389.40	\$ 0.33	\$ 2,178.00	\$ 0.04	\$ 264.00	0.41	\$ 2,706.00
1264-09	STEVEN CT FROM TERMINI TO STEVEN DR	810	\$ 0.203	\$ 164.43	\$ 0.33	\$ 267.30	\$ 0.14	\$ 113.40	0.41	\$ 332.10
1264-14	JACQUELINE DR FROM TERMINI TO JACQUELINE DR	141	\$ 1.176	\$ 165.82	\$ 0.33	\$ 46.53	\$ 1.65	\$ 232.65	0.41	\$ 57.81
Section #29										
1265-01	EGOFSKE RD FROM TERMINI TO HILLCREST DR	1,408	\$ 0.160	\$ 225.28	\$ 0.33	\$ 464.64	\$ 0.25	\$ 352.00	0.41	\$ 577.28
1265-02	HILLCREST DR FROM TERMINI TO ROLLING MEADOW DR	5,210	\$ 0.086	\$ 448.06	\$ 0.33	\$ 1,719.30	\$ 0.19	\$ 989.90	0.41	\$ 2,136.10
1265-03	HILLCREST CT FROM TERMINI TO HILLCREST DR	1,760	\$ 0.122	\$ 214.72	\$ 0.33	\$ 580.80	\$ 0.17	\$ 299.20	0.41	\$ 721.60
1265-04	PINEWOOD DR FROM RACINE AVE TO HILLCREST DR	1,220	\$ 0.154	\$ 187.88	\$ 0.33	\$ 402.60	\$ 0.40	\$ 488.00	0.41	\$ 500.20
1265-05	WOODRIDGE LN FROM TERMINI TO HILLCREST DR	1,907	\$ 0.401	\$ 764.71	\$ 0.33	\$ 629.31	\$ 0.25	\$ 476.75	0.41	\$ 781.87
1267-06	TALL OAKS CT FROM TERMINI TO MILL CREEK TRL	1,408	\$ 0.304	\$ 428.03	\$ 0.33	\$ 464.64	\$ 0.17	\$ 239.36	0.41	\$ 577.28
Section #30										
1270-01	KOHLER RIDGE BLVD FROM EAST KOHLER CIR TO LAWNSD	5,914	\$ 0.145	\$ 857.53	\$ 0.33	\$ 1,951.62	\$ 0.77	\$ 4,553.78	0.41	\$ 2,424.74
1270-02	CATHERINE CT FROM TERMINI TO KOHLER RIDGE BLVD	845	\$ 0.195	\$ 164.78	\$ 0.33	\$ 278.85	\$ 0.19	\$ 160.55	0.41	\$ 346.45
1270-03	WEST KOHLER CIR FROM KOHLER RIDGE BLVD TO EAST KC	2,816	\$ 0.171	\$ 481.54	\$ 0.33	\$ 929.28	\$ 0.39	\$ 1,098.24	0.41	\$ 1,154.56
Section #34										
1285-06	WESTRIDGE DR FROM SMALL RD TO MOORLAND RD	5,069	\$ 0.379	\$ 1,921.15	\$ 0.33	\$ 1,672.77	\$ 0.80	\$ 4,055.20	0.41	\$ 2,078.29
1288-01	WOODS EDGE RD FROM TERMINI TO MOORLAND RD	5,632	\$ 0.367	\$ 2,066.94	\$ 0.33	\$ 1,858.56	\$ 0.83	\$ 4,674.56	0.41	\$ 2,309.12
Section #35										
1289-01	RED FOX RD FROM TERMINI TO GRANGE AVE	3,661	\$ 0.723	\$ 2,646.90	\$ 0.33	\$ 1,208.13	\$ 0.71	\$ 2,599.31	0.41	\$ 1,501.01
1289-02	FOX TAIL CT FROM RED FOX RD TO TERMINI	2,957	\$ 0.760	\$ 2,247.32	\$ 0.33	\$ 975.81	\$ 0.77	\$ 2,276.89	0.41	\$ 1,212.37
1289-03	FOX TAIL DR FROM SUNNY SLOPE RD TO FOX TAIL CT	1,056	\$ 0.383	\$ 404.45	\$ 0.33	\$ 348.48	\$ 0.73	\$ 770.88	0.41	\$ 432.96
1292-01	ASTER CT FROM TERMINI TO OSPREY WAY	563	\$ 0.922	\$ 519.09	\$ 0.33	\$ 185.79	\$ 1.12	\$ 630.56	0.41	\$ 230.83
1292-02	PENNYCRESS CT FROM TERMINI TO OSPREY WAY	563	\$ 0.839	\$ 472.36	\$ 0.33	\$ 185.79	\$ 1.29	\$ 726.27	0.41	\$ 230.83
1292-03	OSPREY WAY FROM OLD FARM RD TO SUNNY SLOPE RD	3,802	\$ 0.866	\$ 3,292.53	\$ 0.33	\$ 1,254.66	\$ 0.57	\$ 2,167.14	0.41	\$ 1,558.82
1292-04	PRIMROSE CT FROM TERMINI TO OSPREY WAY	563	\$ 0.961	\$ 541.04	\$ 0.33	\$ 185.79	\$ 2.15	\$ 1,210.45	0.41	\$ 230.83
1292-06	OLD FARM RD FROM SUNNY SLOPE RD TO TERMINI	4,224	\$ 0.725	\$ 3,062.40	\$ 0.33	\$ 1,393.92	\$ 0.75	\$ 3,168.00	0.41	\$ 1,731.84
1292-07	THOMSON HOLLOW CT FROM TERMINI TO OLD FARM RD	563	\$ 0.872	\$ 490.94	\$ 0.33	\$ 185.79	\$ 2.15	\$ 1,210.45	0.41	\$ 230.83
1292-08	DELORA CT FROM TERMINI TO OLD FARM RD	563	\$ 0.931	\$ 524.15	\$ 0.33	\$ 185.79	\$ 1.29	\$ 726.27	0.41	\$ 230.83
Section #36										
1293-03	GOLDEN RAIN CT FROM TERMINI TO WOODFIELD LN	845	\$ 0.935	\$ 790.08	\$ 0.33	\$ 278.85	\$ 0.92	\$ 777.40	0.41	\$ 346.45
1293-04	GOLDEN RAIN LN FROM TERMINI TO WOODFIELD LN	2,534	\$ 0.463	\$ 1,173.24	\$ 0.33	\$ 836.22	\$ 0.88	\$ 2,229.92	0.41	\$ 1,038.94
1293-07	HAWTHORNE LN FROM TERMINI TO GOLDEN RAIN LN	3,520	\$ 0.658	\$ 2,316.16	\$ 0.33	\$ 1,161.60	\$ 0.91	\$ 3,203.20	0.41	\$ 1,443.20
1293-08	HAWTHORNE LN FROM TERMINI TO GOLDEN RAIN LN	986	\$ 1.162	\$ 1,145.73	\$ 0.33	\$ 325.38	\$ 1.28	\$ 1,262.08	0.41	\$ 404.26
1293-10	MURRAY ST FROM TERMINI TO HAWTHORNE LN	1,549	\$ 0.882	\$ 1,366.22	\$ 0.33	\$ 511.17	\$ 0.81	\$ 1,254.69	0.41	\$ 635.09
1293-14	WOODFIELD LN FROM TERMINI TO BALBOA DR	2,675	\$ 0.256	\$ 684.80	\$ 0.33	\$ 882.75	\$ 0.83	\$ 2,220.25	0.41	\$ 1,096.75
		488,411	Total	\$ 149,954.88	Total	\$ 161,175.63	Total	\$ 231,780.21	Total	\$ 200,248.51

2026 ROADWAY MAINTENANCE
JOINT, CRACK CLEANING &
SEALING PROJECT

CONTRACT RD-26-02

CITY OF NEW BERLIN

City of New Berlin
Engineering Services Division
3805 S. Casper Drive
New Berlin, WI 53151
(262) 797-2445

SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR

RD-26-02

2026 ROADWAY MAINTENANCE JOINT,
CRACK CLEANING & SEALING
PROJECT

CITY OF NEW BERLIN, WISCONSIN

TABLE OF CONTENTS FOR
2026 ROADWAY MAINTENANCE JOINT, CRACK
CLEANING & SEALING PROJECT

CONTRACT RD-26-02

CITY OF NEW BERLIN, WISCONSIN

ADVERTISEMENT FOR BIDS	AD-1 → AD-2
SUBCONTRACTOR LIST	SL-1
BIDDER'S QUALIFICATION STATEMENT	QS-1 → QS-11
JOINT, CRACK CLEANING & SEALING SPECIFICATIONS	SP-1 → SP-5
PROPOSAL FORM	P-1 → P-7
CONTRACT	C-1 → C-7
BIB BOND	BB-1
PERFORMANCE BOND	PB-1 → PB-3
PAYMENT BOND	PA-1 → PA-3
ATTACHMENT: STREET MAPS BY SECTION	A

**PROJECT NO. RD-26-02
2026 ROADWAY MAINTENANCE JOINT,
CRACK CLEANING & SEALING PROJECT**

New Berlin, Wisconsin

ADVERTISEMENT FOR BIDS

BID OPENING: The City of New Berlin hereby gives notice that sealed bids will be received by the City Clerk, City Hall, 3805 S. Casper Drive, New Berlin, WI, until 10:00 a.m., local time, on Wednesday, March 11, 2026, for the 2026 Roadway Maintenance Joint, Crack Cleaning & Sealing Project. Bids will be opened and publicly read aloud immediately after the specified closing time. Interested parties are invited to attend. Bids submitted after this time will not be accepted.

BIDDING DOCUMENTS: Complete digital project bidding documents are available at <http://tinyurl.com/NewBerlinBids> or www.questcdn.com. You may download the digital plan documents for \$22 by inputting Quest project #10065049 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. No paper plan sets will be provided. Please contact Tamara Simonson at 262-797-2445 if you have any questions.

LEGAL PROVISIONS: The Contract letting shall be subject to the provisions of Sections 62.15, 66.0901, 66.0903, and 779.15 of the Wisconsin Statutes. In accordance with Section 16.856 of the Wisconsin Statutes, prevailing wage is not applicable to this project.

BIDDERS PROOF OF RESPONSIBILITY: Each prime Contractor submitting a bid shall have on file a Bidders Proof of Responsibility Statement with the City Clerk on or before the date and time set for the Bid Opening.

BID SECURITY: Bid security in the amount of not less than 5% of the bidder's maximum bid price and in the form of a bid bond, certified check or cashiers check (payable to the City of New Berlin) is required with the bid.

RIGHT TO REJECT BIDS: The City reserves the right to reject any and all bids, the right to waive irregularities and informalities in bidding, the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids, and the right to accept the bid which best serves the interests of the City.

CONTRACT SECURITY: The bidder to whom a Contract is awarded shall furnish Payment & Performance Bonds for the full amount of the Contract within 10 days of award or execution of the Contract. The Performance and Payment Bonds shall contain a provision to increase the Performance and Payment Bonds by the amount of any change orders that might increase the amount of the Contract price. If such bidder fails to execute and file such Contract, Performance and Payment Bonds, within the ten-day period, the check, bond, or bank draft accompanying the bid shall be forfeited to the City of New Berlin as liquidated damages.

BID WITHDRAWAL: The City reserves the right to postpone the award of the contract and no bids shall be withdrawn for a period not exceeding 60 days after the date and time set forth in the Bid Opening. The City further reserves the right to retain the bid security of the three (3) lowest bidders during that time.

DESCRIPTION OF WORK: The project to be bid on a square yard basis consists of furnishing all labor, equipment, and materials necessary for cleaning, routing and sealing cracks in selected asphalt roadways. The work of sealing cracks is to start no later than May 26, 2026 and be completed by October 23, 2026. Approximately 488,000 square yards of roadways are included in the Base Bid.

Published by authority of the City of New Berlin, Engineering Services, a Division of the Department of Community Development, Tamara Simonson, City Engineer.

City of New Berlin
3805 S. Casper Drive
New Berlin, WI 53151
Waukesha County

Rubina Medina, City Clerk

David Ament, Mayor

PUBLISH: Wednesday, February 18, 2026
 Wednesday, February 25, 2026

City of New Berlin
JOINT, CRACK CLEANING & SEALING SPECIFICATIONS

A. SCOPE OF WORK

The work shall consist of cleaning, routing cracks and joints in asphalt pavements and sealing prepared cracks and joints with an approved sealing material.

B. GENERAL

Due to funding limitations, the City reserves the right to delete any of the work to satisfy the budget limitations. The Contractor will not receive extra compensation due to the deletion of any of the work, even if the amount deleted exceeds 15% of the original contract amount.

Work shall begin after a written "Notice to Proceed" has been received from the City Engineer. Work shall begin no later than **May 26, 2026** and shall be completed by **October 23, 2026**. A pre-construction meeting will be held prior to the start of the Work. The Contractor shall submit a detailed work schedule and a sample resident notification signage at the pre-construction meeting.

The Contractor shall review their schedule and have material on-site in a timely manner to complete the project by the completion date. Any alterations to the schedule must be approved by the Owner. If the specified work under this contract is not satisfactorily completed by the mentioned date, the Contractor shall be penalized in the amount of two-hundred fifty (\$250.00) Dollars per calendar day until a satisfactory completion of the proposed work, and shall be disqualified from bidding on future crack sealing projects in the City of New Berlin.

Notice shall be given to the Engineering Services Division no less than 48 hours in advance to any crack sealing operation. The point of contact will be Tamara Simonson, City Engineer (262) 797-2445. Office hours are 8:00 A.M. to 4:30 P.M. Monday through Friday.

The Contractor shall provide advanced notification a minimum of 48 hours prior to any crack sealing work on a particular street. Advanced notification shall be highly visible to drivers and property owners abutting the affected roadway. At a minimum, notices shall contain the Contractor's name, address, emergency contact information, and working dates. The Contractor's advanced notification plan shall be submitted and approved by the Owner prior to the start of the Work. All advanced notifications are considered incidental to the Contract and will not be paid for separately.

The streets to be crack sealed are listed in the Proposal. For the convenience of the Contractor, maps of the various Sections of the City of New Berlin showing the roadways to receive crack sealing are attached in Appendix A. The provided maps are for reference only. In the event a discrepancy is found between the bid list and the maps, the bid list shall govern.

Under no circumstances on any street shall the lid/grate of any manholes, storm sewer, sanitary sewers, etc. be sealed shut.

On any street which has a paved or gravel shoulder, sealing operations shall extend to the outside edge of the paved surface.

C. MATERIALS

1. An elastic type, hot-pour sealer will be required. The joint sealer material shall meet the requirements of ASTM D 3405 or AAHTO M301. Deliver each lot or batch of sealing compound to the jobsite in the manufacturer's original sealed container. Mark each container with the manufacturer's name, batch or lot number, and the safe heating temperature. The Contractor shall furnish a complete written statement of the origin, composition and manufacture of any and all materials that are to be used in the work. Where sealing compound installation procedures or any part thereof are required to be in accordance with the manufacturer's recommendations, the Contractor shall submit catalogue data and copies of recommendations prior to the installation of the material(s).
2. The joint sealer material used shall be reheated in accordance with the Manufacturer's Specifications. Backer rod used in conjunction with this sealer shall be made of cellulose, cotton, or plastic foam. The backer rod shall withstand, without damage, the high temperatures inherent of the sealer. The diameter of the backer rod shall be one quarter (1/4") inch larger than the prepared crack opening and shall be installed to maintain its proper position during the pouring process.
3. A sample of sealant material to be used shall be submitted to the City Engineer. Each batch of sealing compound delivered to the job site shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of the specification.

D. EQUIPMENT

1. Routing equipment shall be mechanical and power driven, capable of cutting the joints and cracks to the required dimensions. The router must have in-line wheels and a cutting-head capable of following random cracks and should have depth control to ensure consistent and accurate routing depths. Excessive spalling of the pavement surface will not be permitted. The inspecting engineer will determine if excessive spalling is present. Inspecting engineer will notify contractor and stop routing operations. Contractor shall make necessary adjustments to equipment to prevent additional spalling. City Engineer will be notified of the location and deploy the City of New Berlin Streets Department to make the necessary repairs. Contractor will be billed for the additional work performed by the City of New Berlin.
2. Two (2) air compressors shall be required during asphalt crack sealing operations. They must be of sufficient size to maintain a minimum air pressure of 120 psi and provide moisture-free and oil-free compressed air. One compressor shall be used on asphalt pavement with an air wand to blow out the cracks and clean off the road. The second shall be used with the heat lance. Note that one compressor is not of sufficient size to run both air wand and heat lance at the same time. It may be necessary to sweep up the router debris between air wand operations to keep debris out of the cracks.
3. Water cleaning equipment (if used on sawed concrete pavement joints) shall be capable of delivering 2,000 psi of water pressure to clean and remove loose material, and existing joint sealer from said joints or cracks.

4. Sand blasting equipment shall be capable of removing any existing sealant, saw slurry, silt or other foreign material from the vertical face of the cracks of joints to the specified depth, leaving a clean, dry, newly exposed surface.
5. The Contractor shall have sweeping equipment on site at all times to clean up debris and respond to dirt and dust complaints. Street sweeping debris shall be disposed of according to Wisconsin DNR requirements.
6. Equipment used for heating and placing the hot-pour sealant material shall be of the oil-jacketed, double-boiler type heating kettle, approved by the City Engineer, and equipped with both agitation and re-circulation systems. The unit shall be capable of heating the material to 410 degrees F and pumping the material into the prepared cracks or joints with a wand applicator.

E. TRAFFIC CONTROL

1. All materials, equipment, labor, flag person(s) and traffic control devices shall be provided by the Contractor and shall be included in the unit price bid, unless otherwise noted. The Contractor shall install, erect, re-erect and mobilize traffic control devices in accordance with part VI of the Wisconsin Uniform Traffic Control Devices Manual and applicable City of New Berlin specifications.

F. CONSTRUCTION

1. Cleaning

- a. Crack cleaning and sealing shall be done only when the ambient air and pavement surface temperatures are above 40-degree F. When near the minimum and dropping, additional blow torch blasting and drying time, or both, shall be required to assure satisfactory bond between the sealant material and crack face.
- b. Cracks shall be clean and dried prior to sealing. Just prior to being filled, all cleaned cracks in asphalt shall be dried with a high-capacity blowtorch. The entire crack reservoir shall be filled with sealant to a level even with the roadway surface. A narrow "U" shaped squeegee may be used on asphalt to aid in sealant placement.
- c. Cracks shall be sealed within three (3) working days after routing or sawing preparation.
- d. Following all crack routing and cleaning operations, the roadway shall be cleared of all debris. The roadway shall be cleared of debris within 48 hours of sealing operations by mechanical sweeping, or alternate method as approved by the City's contracted inspector.

2. Crack Type:

a. Class I Cracks

On asphalt streets, cracks which have an average opening of $\frac{3}{4}$ inch ($\frac{3}{4}$ ") or less shall be routed to provide a minimum sealant reservoir of $\frac{3}{4}$ inch ($\frac{3}{4}$ ") width by a nominal $\frac{3}{4}$ inch ($\frac{3}{4}$ ") depth.

b. Class II Cracks

Asphalt and Concrete joints and cracks which do not require routing or refacing shall be considered Class II cracks. Asphalt cracks which have an average opening greater than $\frac{3}{4}$ inch ($\frac{3}{4}$ ") will not require routing but they shall be thoroughly cleaned of all foreign material to a depth necessary to accommodate the sealer material and backer rod, if used. If backer rod is used, it shall be placed in the crack to a depth that provides at least $\frac{3}{4}$ inch ($\frac{3}{4}$ ") clearance above the backer rod for the sealer. The backer rod shall be dry when placed.

A Class I & II crack is also defined as a visible separation within the surface. There is no discernment between a partial crack and a true working crack. Both shall be cleaned, routed and sealed.

c. Previously Sealed Cracks

Previously sealed cracks that have not opened, and sealer is in good condition, do not need to be sealed. Previously sealed cracks that have opened, or where the sealant is in poor condition shall have loose sealant removed, and the cracks shall be resealed.

d. Block & Alligator Cracking

Areas of block cracking with blocks greater than 1-foot shall be cleaned and sealed similar to a Class I or Class II crack. Areas of alligator cracking shall have the outermost crack sealed. The remaining inner cracks are not required to be sealed. The City's Contracted inspector will make note of these areas and report to the City for repair outside of this Contract. Secondary cracks along longitudinal and transverse cracks shall be sealed.

e. Slippage Cracking

Areas of slippage cracking without loose pavement shall have cracks sealed. Slippage cracks with loose pavement do not need to be sealed. The City's Contracted inspector will make note of these areas and report to the City for repair outside of this Contract.

f. Curb & Gutter Flange Joint

On any street with concrete curb & gutter, all vegetation shall be removed and the vertical joint along the flange line, between the curb & gutter and pavement, shall be sealed. Joints in the concrete curb and gutter shall not be sealed.

g. Traffic Signal Loops

On any street with a traffic signal pavement loop, the buried loops shall not be sawed or routed. They shall be cleaned with air pressure only and filled with crack filler. Any traffic loop damaged by the Contractor shall be repaired by the City with all costs paid by the Contractor.

h. Driveway Joint

If a crack exists on an asphalt driveway along the edge of roadway pavement, the crack shall be sealed. The pavement transition joint on concrete driveways shall not be sealed.

3. Finishing:

Lanes may be opened to traffic only after the sealer has set sufficiently so it will not pick up under traffic. Glenzoil 20 Plus, biodegradable paper or approved equal shall be applied to all new sealant applied regardless of location. Under no circumstances shall the Contractor apply the paper before the sealer surface has set so as to avoid penetration of the liquid or paper into the sealer. Any crack which has paper penetrated into the sealer is unacceptable and will be required to be resealed by the Contractor.

At locations where crack sealant settles into the crack opening more than 1/8" below adjacent pavement, additional filling will be necessary. Any crack, which has crackfiller more than 1/8" above the pavement surface and deemed unacceptable by the contracted inspector, shall be resealed by the Contractor.

G. WORK RESTRICTIONS:

There are work restrictions on all City streets from 7:00 P.M. to 7:00 A.M. The Contractor shall work around restrictions such as morning and afternoon rush hour traffic, and special events in or around the construction area, and holidays.

The Contractor may store materials and equipment at his own risk in the Street Division Yard, 16550 National Avenue, with admittance restricted to weekdays from 7:00 A.M. to 7:00 P.M.

H. PAYMENT

Crack Routing, Cleaning and Sealing shall be paid for at the Square Yard unit price per Street. Payment shall be full compensation for all labor, equipment, materials, mobilization, traffic control and incidentals required for routing, cleaning and placing of the sealant as accepted by the Contracted Inspector.

The Contractor shall provide, to the Contracted Inspector, weekly status reports identifying roadways listed in the bid list that have been crack sealed. The Contracted Inspector shall review these reports and quantities, and recommend to the City the agreed upon quantities for payment.

I. GUARANTEE OF WORK

Contractor shall guarantee that the cracks sealed shall remain sealed through the following one (1) winter. The City Engineer shall identify areas of sealed cracks, and report to the Contractor those areas. The Contractor shall then return to the project site and repair the identified areas at no additional cost to the City. Contractor shall provide the City Engineer with three (3) working days advance notice of their expected return.

CITY OF NEW BERLIN

RD-26-02

**2026 ROADWAY MAINTENANCE JOINT, CRACK
CLEANING & SEALING PROJECT**

PROPOSAL

To the City of New Berlin
New Berlin, WI 53151

We hereby propose to furnish and deliver, Joint and Crack Cleaning and Sealing as per City of New Berlin specifications.

Having become familiar with the local conditions affecting the cost of the work and with the Contract Documents, including Advertisement for Bids, Form of Bonds, etc., Plans, Specifications, any Addenda and Exhibits issued and attached to the Contract Documents on file in the Office of the City Engineer of New Berlin, Wisconsin, the undersigned hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, necessary tools, expendable equipment and all transportation services necessary to perform and complete in a workmanlike manner all of the work required for and the work described in the following Bidding Schedule, all in accordance with the Plans and Specifications for the sum set forth in the following Bidding Schedule:

BASE BID				
ID	ROUTE	QUANTITY (SY)	UNIT PRICE	TOTAL PRICE
Section 2				
1157-09	GATEWOOD CT FROM TERMINI TO GATEWOOD DR	903		
1159-01	WOODSHIRE CT FROM TERMINI TO WOODSHIRE DR	704		
1160-08	MEADOWMERE PKWY FROM CRESTVIEW DR TO WOODLAND DR	563		
1160-17	WOODSHIRE DR FROM WOODLAND DR TO ROGERS DR	3238		
1160-18	WOODSHIRE DR FROM LINCOLN AVE TO WOODLAND DR	2253		
Section 3				
1161-02	BROOK DR FROM RIDGE RD TO RIDGE RD	2464		
1161-03	CANARY LN FROM TERMINI TO ROBIN RD	704		
1161-10	RIDGE RD FROM BROOK DR TO MOORLAND RD	2464		
1161-12	ROBIN RD FROM TERMINI TO MOORLAND RD	3373		
1162-15	BUENA PARK ALLEY FROM 166TH ST TO 165TH ST	493		
1162-16	BUENA PARK ALLEY FROM 167TH ST TO 166TH ST	493		
1162-17	BUENA PARK ALLEY FROM 168TH ST TO 167TH ST	493		
1163-01	CALHOUN SERVICE DR FROM TERMINI TO CALHOUN RD	3802		
1164-01	162ND ST FROM ROGERS DR TO LINCOLN AVE	3960		
1164-02	ROGERS DR FROM MOORLAND RD TO CALHOUN RD	14925		

Section 4				
1168-01	EAST LN FROM WEST LN TO ROGERS DR	1830		
1168-02	EAST LN FROM TERMINI TO WESTWARD DR	1408		
1168-03	ELGER CT FROM TERMINI TO WEST LN	704		
1168-05	RIDGEWAY DR FROM TERMINI TO WESTWARD DR	1126		
1168-08	ROGERS CT FROM TERMINI TO ROGERS DR	1267		
1168-09	TODD CT FROM TERMINI TO WESTWARD DR	563		
1168-11	WOODLAWN DR FROM WEST LN TO WESTWARD DR	2394		
Section 5				
1170-03	PINECREST LN FROM PFEIL DR TO TERMINI	2699		
Section 6				
1173-07	VILLA TER FROM VILLA TER TO SUNNY CREST DR	1408		
1174-03	GREEN HILL RD FROM GREEN HILL RD TO VALLEY DR	1889		
1174-05	VALLEY DR FROM TERMINI TO PLEASANT HILL DR	2253		
1176-01	DANNY RD FROM TERMINI TO LINCOLN AVE	2253		
1176-02	DANNY RD FROM TERMINI TO LINCOLN AVE	1126		
Section 10				
1189-01	GLENDALE DR FROM 162ND ST TO CALHOUN RD	11123		
1189-03	162ND ST FROM LINCOLN AVE TO GLENDALE DR	4928		
1189-04	162ND ST FROM TERMINI TO GLENDALE DR	422		
1190-03	166TH ST FROM GLENDALE DR TO CLEVELAND AVE	1690		
1191-07	166TH ST FROM CLEVELAND AVE TO RYERSON RD	5632		
Section 11				
1195-04	OLIVIA LN FROM TERMINI TO 149TH ST	1079		
1195-07	149TH ST FROM MANOR DR TO DAKOTA ST	2969		
1196-02	CONNIE LN FROM DAKOTA ST TO MAYLORE DR	1678		
1196-05	DIANNE DR FROM BRIAN RD TO FRANKLIN DR	1126		
1196-06	DIANNE DR FROM BRIAN RD TO FRANKLIN DR	1267		
1196-16	SANDRA LN FROM MAYLORE DR TO FIELDPOINTE DR	1754		
1196-17	SANDRA LN FROM MAYLORE DR TO FIELDPOINTE DR	1267		
1196-20	TAMMY LN FROM TERMINI TO DAKOTA ST	1033		
Section 12				
1197-03	124TH ST FROM CLEVELAND AVE TO MANITOBA AVE	11968		
1198-05	LINCOLN RD FROM TERMINI TO 134TH ST	1214		
1198-06	LINCOLN RD FROM MEADOWLARK DR TO 134TH ST	1214		
1198-09	133RD ST FROM TERMINI TO LINCOLN RD	3373		
1200-03	124TH ST FROM MANITOBA AVE TO OKLAHOMA AVE	6618		
Section 13				
1201-19	VERONA DR FROM RUSSEL RD TO 129TH ST	2933		
1203-05	MAPLEWOOD LN FROM WILBUR DR TO NORTH LN	563		
1203-06	NORTH LN FROM POHL DR TO MAPLEWOOD LN	3942		
1204-02	BRENTWOOD RD FROM NORTH LN TO WILBUR DR	282		

1204-11	NORTH LN FROM BRENTWOOD DR TO 124TH ST	4646		
1204-12	NORTH LN FROM BRENTWOOD DR TO POHL DR	3238		
1204-13	NORTH CT FROM TERMINI TO NORTH LN	563		
1204-24	WILBUR DR FROM SANDALWOOD DR TO 124TH ST	8653		
Section 14				
1206-03	COFFEE RD FROM NATIONAL AVE TO CALHOUN RD	27327		
1206-13	REGAL DR FROM JANICE CT TO OKLAHOMA AVE	3520		
1206-22	153RD ST FROM SAN MATEO DR TO COFFEE RD	821		
1207-03	WILBUR DR FROM MICHELLE WITMER MEMORIAL DR TO 147TH ST	1936		
1208-06	HEMLOCK DR FROM TERMINI TO SPRUCE RD	1173		
1208-07	HOWARD AVE FROM HONEYAGER DR TO SUNNY SLOPE RD	3379		
1208-16	SPRUCE RD FROM CRIMSON LN TO WILBUR DR	3080		
Section 15				
1209-09	159TH ST FROM SANTA ROSA BLVD TO COFFEE RD	563		
1212-01	CASPER DR FROM NATIONAL AVE TO TOP O HILL DR	9387		
Section 16				
1213-01	POPLAR CREEK TRL FROM MEADOW CREEK CT TO CALHOUN RD	3942		
1213-02	MEADOW CREEK CT FROM TERMINI TO TERMINI	5914		
1213-03	COFFEE RD FROM CALHOUN RD TO SWARTZ RD	44681		
1214-01	HEIDE LN FROM TERMINI TO COFFEE RD	3813		
1214-02	DENA DR FROM TERMINI TO HEIDE LN	1760		
1214-03	LYNETTE LN FROM TERMINI TO HEIDE LN	3813		
Section 17				
1217-02	CATAMOUNT CT FROM TERMINI TO CATAMOUNT DR	610		
1219-02	CARI ADAM DR FROM COFFEE RD TO PHEASANT RUN DR	4365		
1219-03	CARI ADAM CIR FROM TERMINI TO CARI ADAM DR	704		
1219-04	CHESTNUT DR FROM TERMINI TO WEHR RD	704		
1219-05	CHESTNUT DR FROM TERMINI TO WEHR RD	986		
1219-06	PHEASANT RUN DR FROM CARI ADAM DR TO TERMINI	1830		
1219-08	WEHR RD FROM MULBERRY CIR TO RUSTIC RIDGE DR	2112		
1219-09	WEHR RD FROM COFFEE RD TO MULBERRY CIR	1830		
1219-14	MULBERRY CIR FROM TERMINI TO WEHR RD	1126		
Section 19				
1227-07	RAINBOW DR FROM SOUTH VALLEY LN TO BEEHEIM RD	5133		
1227-08	RAINBOW CT FROM TERMINI TO RAINBOW DR	1191		
1228-01	MARGARET CT FROM TERMINI TO SWARTZ RD	282		
Section 21				
1233-03	HORIZON DR FROM TERMINI TO CALHOUN RD	1971		
1233-07	TREETOP LN FROM CLOVER DR TO CALHOUN RD	986		
1233-08	HORIZON DR FROM TERMINI TO CALHOUN RD	1267		

Section 22				
1237-08	HEATHERLY DR FROM REGAL MANOR DR TO LONGVIEW DR	1830		
1237-10	MAYFLOWER DR FROM LONGVIEW DR TO REGAL MANOR DR	1830		
1237-16	REGAL MANOR CT FROM TERMINI TO TERMINI	1267		
1237-18	REGAL MANOR CT FROM TERMINI TO REGAL MANOR DR	282		
1239-01	CALDWELL DR FROM CALDWELL DR TO MARY ROSS DR	1760		
1239-02	CALDWELL DR WEST FROM SALENTINE DR TO CALDWELL DR	5632		
1239-03	CALDWELL DR EAST FROM CALDWELL DR TO SALENTINE DR	2957		
1239-07	HARMONY CT FROM TERMINI TO CALDWELL DR	1291		
1239-14	MELODY CT FROM TERMINI TO MELODY DR	1267		
1240-02	ALLISON DR FROM REGAL MANOR DR TO LONGVIEW DR	1830		
1240-07	DEERWOOD DR FROM LONGVIEW DR TO MARIETTA DR	2253		
1240-13	MARIETTA DR FROM LONGVIEW DR TO REGAL MANOR DR	1690		
1240-14	MELODY DR FROM SOVEREIGN DR TO CALDWELL DR	4928		
Section 23				
1241-02	HONEYAGER DR FROM TERMINI TO HOWARD AVE	4083		
1241-03	FIVE IRON CT FROM TERMINI TO HONEYAGER DR	422		
1241-04	FOHR DR FROM FARRELL DR TO HONEYAGER DR	1549		
1241-05	NINE IRON CT FROM TERMINI TO FOHR DR	422		
1241-06	FARRELL DR FROM FOHR DR TO SUNNY SLOPE RD	3238		
1241-07	HONEYAGER DR FROM FARRELL DR TO HONEYAGER DR	2394		
1242-03	ADELL AVE FROM TERMINI TO LINFIELD LN	1830		
1242-06	DOVERHILL LN FROM ADELL AVE TO CAMROSE AVE	3379		
1242-07	ELMONT LN FROM HARCOVE DR TO CAMROSE AVE	4083		
1242-08	ELMONT LN (COURT) FROM TERMINI TO ELMONT LN	463		
1242-10	FENWAY CT FROM TERMINI TO FENWAY DR	1830		
1242-17	LINFIELD LN FROM GLENORA AVE TO ADELL AVE	3379		
1242-18	MARK DR FROM TERMINI TO MOORLAND RD	6336		
1242-24	TIE AVE FROM GLENORA AVE TO FENWAY DR	1408		
1243-01	CAMROSE AVE FROM MAYFLOWER DR TO HUNTER LN	3661		
1243-05	MAPLE RIDGE RD FROM CAMROSE AVE TO MAYFLOWER DR	3661		
1243-06	MAPLE RIDGE CT FROM TERMINI TO MAPLE RIDGE RD	563		
1243-10	RACHEL LN FROM CAMROSE AVE TO MAYFLOWER DR	2394		
1243-11	RACHEL CT FROM TERMINI TO RACHEL LN	563		
1243-13	QUIMBY AVE FROM MAYFLOWER CT TO MAPLE RIDGE RD	1549		
Section 24				

1245-02	CARNABY LN FROM SCARBOROUGH DR TO WEATHERSTONE BLVD	1549		
1245-06	COVENTRY RD FROM SCARBOROUGH DR TO WEATHERSTONE BLVD	3942		
1245-07	COVENTRY CT FROM TERMINI TO COVENTRY RD	422		
1245-12	SCARBOROUGH DR FROM VICTORIA CIR TO GREENLAWN TER	3238		
1245-14	SCARBOROUGH CT FROM TERMINI TO CARNABY LN	563		
1245-16	VICTORIA CIR FROM STONEWOOD RD TO SCARBOROUGH DR	6336		
1245-17	VICTORIA CT FROM TERMINI TO VICTORIA CIR	704		
1245-21	VICTORIA CT FROM TERMINI TO VICTORIA CIR	563		
1245-22	VICTORIA CT FROM VICTORIA CIR TO VICTORIA CIR	211		
1245-25	WEATHERSTONE BLVD FROM 124TH ST TO SCARBOROUGH DR	845		
1245-29	WIMBLEDON DR FROM SCARBOROUGH DR TO CAVENDISH RD	3098		
1245-31	WOODHILL CT FROM WOODHILL LN TO TERMINI	1056		
1245-32	WOODHILL CT FROM TERMINI TO WOODHILL LN	563		
1246-07	STRATFORD DR FROM LINFIELD DR TO WILSHIRE DR	704		
1246-17	KOLUPAR LN FROM HOWARD AVE TO UPLAND RIDGE CT	704		
1246-18	UPLAND RIDGE PKWY FROM TERMINI TO HOWARD AVE	2253		
1246-19	UPLAND RIDGE CT FROM TERMINI TO UPLAND RIDGE PKWY	1549		
1247-18	SUN VALLEY DR FROM SUNNY SLOPE RD TO MAPLE RIDGE RD	3379		
1247-19	SUN VALLEY DR FROM SOMMERSET DR TO ARMOUR AVE	3379		
Section 26				
1253-09	LINDENWOOD DR FROM TERMINI TO FOREST AVE	1690		
1253-11	LINDENWOOD CT FROM TERMINI TO LINDENWOOD DR	422		
Section 28				
1261-01	TURNBERRY LN FROM TERMINI TO BELOIT RD	3238		
1262-01	CROWN DR FROM NATIONAL AVE TO TRILLIUM DR	563		
1262-02	HILLCREST DR FROM TERMINI TO TRILLIUM DR	5427		
1262-04	FAIRVIEW DR FROM LAWNSDALE RD TO HILLCREST DR	2593		
1262-05	LOOKOUT LN FROM TERMINI TO HILLCREST DR	2112		
1262-07	TRILLIUM DR FROM TERMINI TO BELOIT RD	2787		
1263-06	OAK RIDGE DR FROM BRENNAN DR TO BERES RD	6600		
1264-09	STEVEN CT FROM TERMINI TO STEVEN DR	810		
1264-14	JACQUELINE DR FROM TERMINI TO JACQUELINE DR	141		
Section 29				
1265-01	EGOFSKE RD FROM TERMINI TO HILLCREST DR	1408		
1265-02	HILLCREST DR FROM TERMINI TO ROLLING MEADOW DR	5210		
1265-03	HILLCREST CT FROM TERMINI TO HILLCREST DR	1760		

1265-04	PINEWOOD DR FROM RACINE AVE TO HILLCREST DR	1220		
1265-05	WOODRIDGE LN FROM TERMINI TO HILLCREST DR	1907		
1267-06	TALL OAKS CT FROM TERMINI TO MILL CREEK TRL	1408		
Section 30				
1270-01	KOHLER RIDGE BLVD FROM EAST KOHLER CIR TO LAWNSDALE RD	5914		
1270-02	CATHERINE CT FROM TERMINI TO KOHLER RIDGE BLVD	845		
1270-03	WEST KOHLER CIR FROM KOHLER RIDGE BLVD TO EAST KOHLER CIR	2816		
Section 34				
1285-06	WESTRIDGE DR FROM SMALL RD TO MOORLAND RD	5069		
1288-01	WOODS EDGE RD FROM TERMINI TO MOORLAND RD	5632		
Section 35				
1289-01	RED FOX RD FROM TERMINI TO GRANGE AVE	3661		
1289-02	FOX TAIL CT FROM RED FOX RD TO TERMINI	2957		
1289-03	FOX TAIL DR FROM SUNNY SLOPE RD TO FOX TAIL CT	1056		
1292-01	ASTER CT FROM TERMINI TO OSPREY WAY	563		
1292-02	PENNYCRESS CT FROM TERMINI TO OSPREY WAY	563		
1292-03	OSPREY WAY FROM OLD FARM RD TO SUNNY SLOPE RD	3802		
1292-04	PRIMROSE CT FROM TERMINI TO OSPREY WAY	563		
1292-06	OLD FARM RD FROM SUNNY SLOPE RD TO TERMINI	4224		
1292-07	THOMSON HOLLOW CT FROM TERMINI TO OLD FARM RD	563		
1292-08	DELORA CT FROM TERMINI TO OLD FARM RD	563		
Section 36				
1293-03	GOLDEN RAIN CT FROM TERMINI TO WOODFIELD LN	845		
1293-04	GOLDEN RAIN LN FROM TERMINI TO WOODFIELD LN	2534		
1293-07	HAWTHORNE LN FROM TERMINI TO GOLDEN RAIN LN	3520		
1293-08	HAWTHORNE LN FROM TERMINI TO GOLDEN RAIN LN	986		
1293-10	MURRAY ST FROM TERMINI TO HAWTHORNE LN	1549		
1293-14	WOODFIELD LN FROM TERMINI TO BALBOA DR	2675		
Total:		488,418		

Write Out Total: _____

VENDOR PROPOSED MATERIAL & HEATING EQUIPMENT:

Manufacturer/Model # of Heating Equipment:

Manufacturer/Name of Joint Sealer Material:

ASTM Specifications:

Federal Specifications:

The calculated quantities shown are to the nearest Square Yard and are solely for the purpose of facilitating the comparison of Bids. Contractor's compensation will be computed upon the basis of the actual quantities in the completed work, whether they are more or less than those shown. In the event contract costs exceed budget amounts, the City reserves the right to adjust contract quantities to meet its best interests, including elimination line item(s), if necessary. Increases to the contract shall be a negotiated price - based on the average unit bid prices per square yards of pavement. The contract will be awarded to the Bid considered most advantageous to the City of New Berlin.

Accompanying this Proposal is a (Certified Check) (Bid Bond) (Bank Draft) in the amount of Five Percent (5%) of amount bid payable to the City of New Berlin, Wisconsin, which (protects) it is agreed will be forfeited to said City of New Berlin if the Undersigned failed to execute the Contract in conformity with the Form of Contract incorporated in the Contract Document, and furnish bond as specified within ten days from the notifications of the award of the Contract to the undersigned.

In submitting this Proposal, it is understood and agreed by the undersigned that the right is reserved by the Owner to reject any or all proposals. It is further understood and agreed that this Proposal may not be withdrawn for a period of (60) sixty days from the opening thereof.

If awarded a Contract under this Proposal the undersigned agrees to start work within ten (10) calendar days after the receipt from the Owner of a formal Notice to Proceed. The undersigned further agrees to commence work at the site on a date to be specified in a written order from the Owner, which date will not be prior to that established by the calendar days stated above, except by mutual agreement between the undersigned and the Owner, and agrees to fully complete all work covered by October 23, 2026. The undersigned understands and agrees that the Owner reserves the right to defer issuance of a written order to commence work for a period not to exceed thirty (30) days after the date herein established by the undersigned as a proposed starting date.

The Contractor hereby declares that he has read each and every stipulation within the "Specifications" including all Codes referred to, and that he fully understands them and that he hereby agrees to faithfully comply therewith.

It is agreed that if the Contractor is permitted to finish the work after the time stated in this Proposal, the City of New Berlin may deduct from any money due the Contractor a sum of 250.00 dollars for every calendar day beyond the above specified time which shall elapse before the work is satisfactorily completed unless a written extension is approved by the City Engineer.

DATE

FIRM NAME

BY: _____

TITLE

BY: _____

TITLE

OFFICIAL ADDRESS

NOTE: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being not responsive to the Advertisement for Bids.

**2026 ROADWAY MAINTENANCE JOINT, CRACK
CLEANING & SEALING CONTRACT**

RD-26-02

This Contract made this _____ day of _____, 2026, by and between _____, herein called the "Contractor", and the City of New Berlin, a municipal corporation, located in Waukesha County, Wisconsin, herein called the "Owner".

WITNESSETH: That the Contractor and the Owner for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, materials, equipment, necessary tools, expendable equipment, insurance provided by the specifications, contributions to social security and all utility and transportation service required to perform and complete in a workmanlike manner the projects as defined in these contract documents, all in strict accordance with the specifications and in strict compliance with the Contractor's proposal and other contract documents, herein mentioned as component parts of this contract. The Contractor shall do everything required by this contract and other documents constituting a part thereof and in the manner specified therein.

The anticipated Contract Award date and Notice to Proceed date for this Contract will be **April 20, 2026**. The City of New Berlin is requesting that the work start no later than **May 26, 2026** and be completed by **October 23, 2026**.

ARTICLE II. CONTRACT PRICE

Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the approved not to exceed Contract price of

\$ _____.

The above total shall be the basis for establishing the amount of the performance bond.

PAYMENT

The Contractor shall review pay quantities with the City Engineer on a minimum bi-weekly basis. No more than two weeks shall pass between when the work has taken place and the quantity verification between the City Engineer and Contractor. If more than two weeks pass, the quantities as determined by the City Engineer shall be conclusive.

The Owner will retain 5% of the estimate of the value of the Work or Contract until 50% of the Work is completed. If the Work has been 50 percent completed as determined by the City Engineer, and if the character and progress of the Work have been satisfactory to the City Engineer, Owner, on recommendation of the City Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work

completed less the aggregate of payments previously made and the retainage calculated. If the Work is certified as unsatisfactory by the City Engineer, Owner will continue to retain part of the payments up to 10% of the value of the Work completed.

Owner, in case the work under this contract is not completed within the time required, or within an extended time approved in writing by the Owner, is authorized to take charge of the work and finish it at the expense of the Contractor and his sureties and to apply the amounts retained from estimates to the completion of the work.

The final payment shall be made within 60 days after completion and acceptance of the work included in this contract and all payments shall be due when certificates are issued for them. However, the owner may withhold payments prior to final acceptance of the work for reasons set forth in the general or special specifications.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of it as if set out verbatim herein, or, if no attached, as if the same were hereto attached.

- Advertisement for Bids
- Subcontractor List
- Bidder's Qualification Statement
- Subcontractor's Qualification Statement
- City of New Berlin Standard Specifications for Joint, Crack Cleaning & Sealing
- Bid Proposal
- Contract
- Bid Bond
- Section Maps Showing the Locations for Crack Sealing
- State of Wisconsin Standard Specifications for Highway and Structure Construction, Current Edition.

The Contract Documents form a complete unit and requirements called for by one as binding as if called for by all. In case of conflict between plans and specifications, the specifications shall govern. Special provisions shall control over general conditions. City of New Berlin Standard Specifications for Roadway Construction shall control over State of Wisconsin Standard Specifications for Highway and Structure Construction.

ARTICLE IV. PAYMENT FOR LABOR AND MATERIAL

In accordance with Section 16.856 of the Wisconsin Statutes, prevailing wage is not applicable to this project.

ARTICLE V. OBSTRUCTION OF STREETS

If the Contractor shall in any manner obstruct a street or sidewalk, he shall put up and maintain barriers and lights to prevent accidents, and shall be liable for all damages caused by failure to do so; and such Contractor shall further be liable for all damages caused by the negligent digging up of the streets, alleys, or public grounds or which may result from his carelessness in the execution of such work (Section 62.15 (11), Wisconsin Statutes). The Contractor shall also be bound by any further requirements of the specifications on this point.

ARTICLE VI. CONTRACT BOND

At the time that the Contract is executed, the Contractor shall furnish to the Owner a performance/labor and material payment bond in the amount of 100% of the Contract price issued by a surety company licensed to do business in this state conditioned for the faithful performance of the contract and the payment to every person entitled thereto of all claims for labor performed and materials furnished under the Contract to be used or consumed in making the public improvement or performing the public work as provided in the contract and as specified in the contract all as required by Section 289.14 (1), Wisconsin Statutes.

ARTICLE VII. ENDORSEMENT OF INSURANCE

Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contractor receiving payment under this Contract shall be the sole responsibility of the Contractor. The Contractor shall be required to carry insurance coverage of the type and with the minimum limits set forth below. The Contractor shall be solely responsible to meet Contractor insurance needs as specified below during the terms of this Contract or any extension thereof.

General Liability:

General Aggregate	\$2,000,000
Products Comp/Ops 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

Automobile Liability:

CSL	\$1,000,000
Bodily Injury (Per Accident)	\$1,000,000
Property Damage (Per Accident)	\$1,000,000

Umbrella Liability:

Umbrella Form - Each Occurrence	\$2,000,000
Umbrella Form - Aggregate	\$2,000,000
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

The Contractor shall not commence work until he has obtained all insurance required by the City of New Berlin. A Policy Endorsement shall be signed by an authorized Principal of the Insurer and provided to the City Engineer as evidence thereof naming the City as an additional insured and showing the Contractor is covered by the above required types and amount of insurance, providing for a thirty (30) day written 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. The additional

insurance must be on a primary and noncontributory basis.

ARTICLE VIII. INDEMNIFICATION

To the fullest extent allowable by law, the Contractor hereby indemnifies and shall defend and hold harmless the City, its elected and appointed officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of an act, omission, fault, or negligence, whether active or passive, of the Contractor, its' subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City. The Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City or of the City's representatives. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City, or any of its directors, officers, employees, or authorized representatives or volunteers by an employee of the Contractor, and subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Firm or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in the Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

The Contractor shall reimburse the City, or any of its directors, officers, employees, or authorized representative or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, or any of its directors, officers, employees, or authorized representative or volunteers.

ARTICLE IX. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor 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 Contractor 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 Contractor, all finished or

unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Contractor under this Contract shall, at the option of City, become the property of the City. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, and City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the City from the Contractor is determined. If through no fault of the Contractor, 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 Contractor 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.

ARTICLE X. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time for any reason by giving at least ten (10) day notice in writing from the City to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor 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 Contractor 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 Contractor, Section X thereof, relative to termination, shall apply.

ARTICLE XI. CHANGES

The City may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to the Contract. Further, if in the Contractor's opinion, said changes involve work not included in the terms or scope of services of this Contract, the Contractor 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 Contractor'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.

ARTICLE XII. OPEN RECORDS REQUIREMENTS

Notwithstanding any other clause written herein, Contractor understands and agrees that the City is a municipal entity and is therefore subject to the open records law of the State of Wisconsin. Wis. Stat. sec. 19.36(3) requires governmental entities to make available for inspection and copying any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any of the documentation pertaining to this agreement, then Contractor shall provide the information as requested and charge no more than the cost to copy said information.

ARTICLE XIII. MISCELLANEOUS

- A. Terms used in this Contract are as defined in the General Conditions.
- B. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- C. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives, to the other party hereto in respect of all covenants, agreements and obligations set forth in the Contract documents.
- D. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- E. Notwithstanding any other clause written herein, Contractor understands and agrees that Owner is a municipal entity and is therefore subject to the open records law of the State of Wisconsin. Wis. Stat. sec. 19.36(3) requires governmental entities to make available for inspection and copying any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any of the documentation pertaining to this agreement, then Contractor shall provide the information as requested and charge no more than the cost to copy said information.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three original counterparts the day and year first above written.

Contractor

Address

(SEAL)
ATTEST:

By: _____

By: _____

Title

CITY OF NEW BERLIN

By: _____
Mayor

(SEAL)
ATTEST:

By: _____
Clerk

Provision has been made to pay the liability that will accrue under this Contract.

Approved as to form:

By: _____
Treasurer

City Attorney

Date: _____

Date: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as principal, and
_____ as Surety, are hereby
held and firmly bound unto City of New Berlin as Owner in the penal sum of
_____ for the payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, successors and assigns. Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to City of New Berlin a
certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the
2026 Roadway Maintenance Joint, Crack Cleaning & Sealing Contract RD-26-02, City of New Berlin.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish bonds for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By:

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Business):

SURETY (Name and Address of Principal Place of

OWNER (Name and Address):

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

SURETY

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

SURETY

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
 2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
 3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, of the Default. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract.; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
 4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
- 2 Deny liability in whole or in part and notify Owner citing reasons therefor.**
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
 6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
 7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
 8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
of Business):

SURETY (Name and Address of Principal Place

OWNER (Name and Address):

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

SURETY

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

SURETY

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to

Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

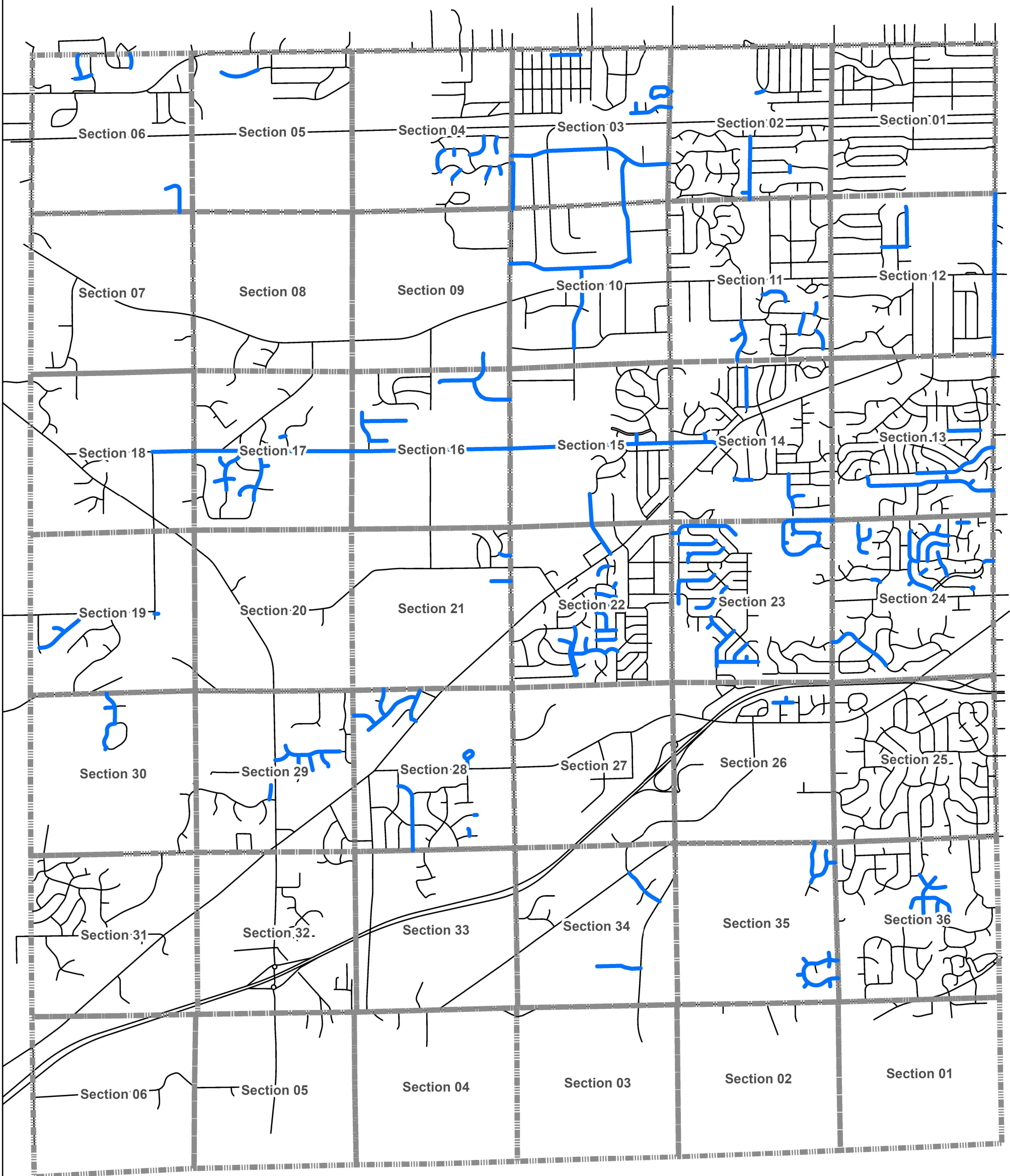
15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

APPENDIX A
STREET MAPS BY SECTION




2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

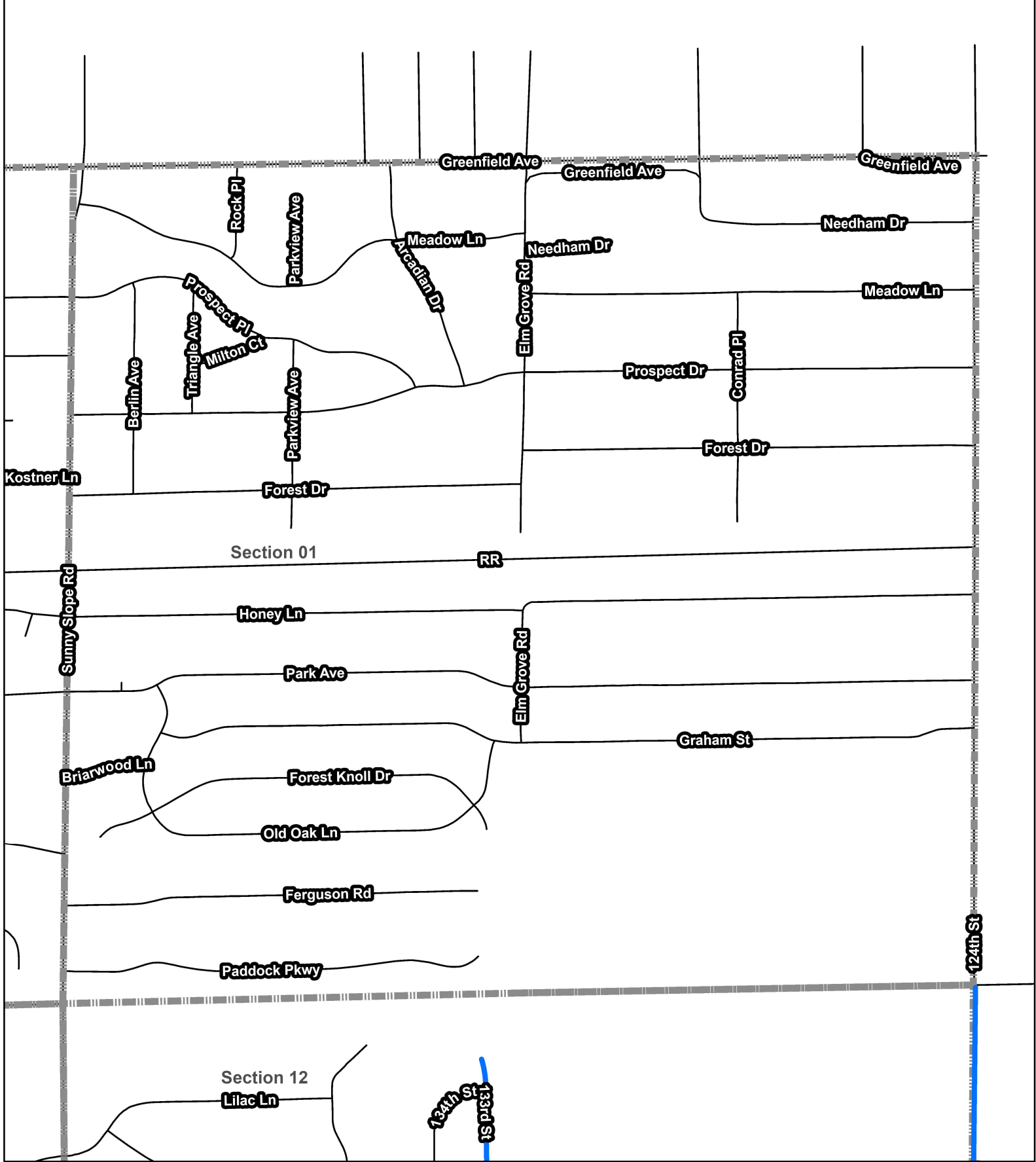

 City of New Berlin
 Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 Department of Community Development (262) 797-2445 www.newberlin.org



1/4/2024

Legend

- 2026 Base Bid
-  Section

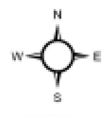


2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 01



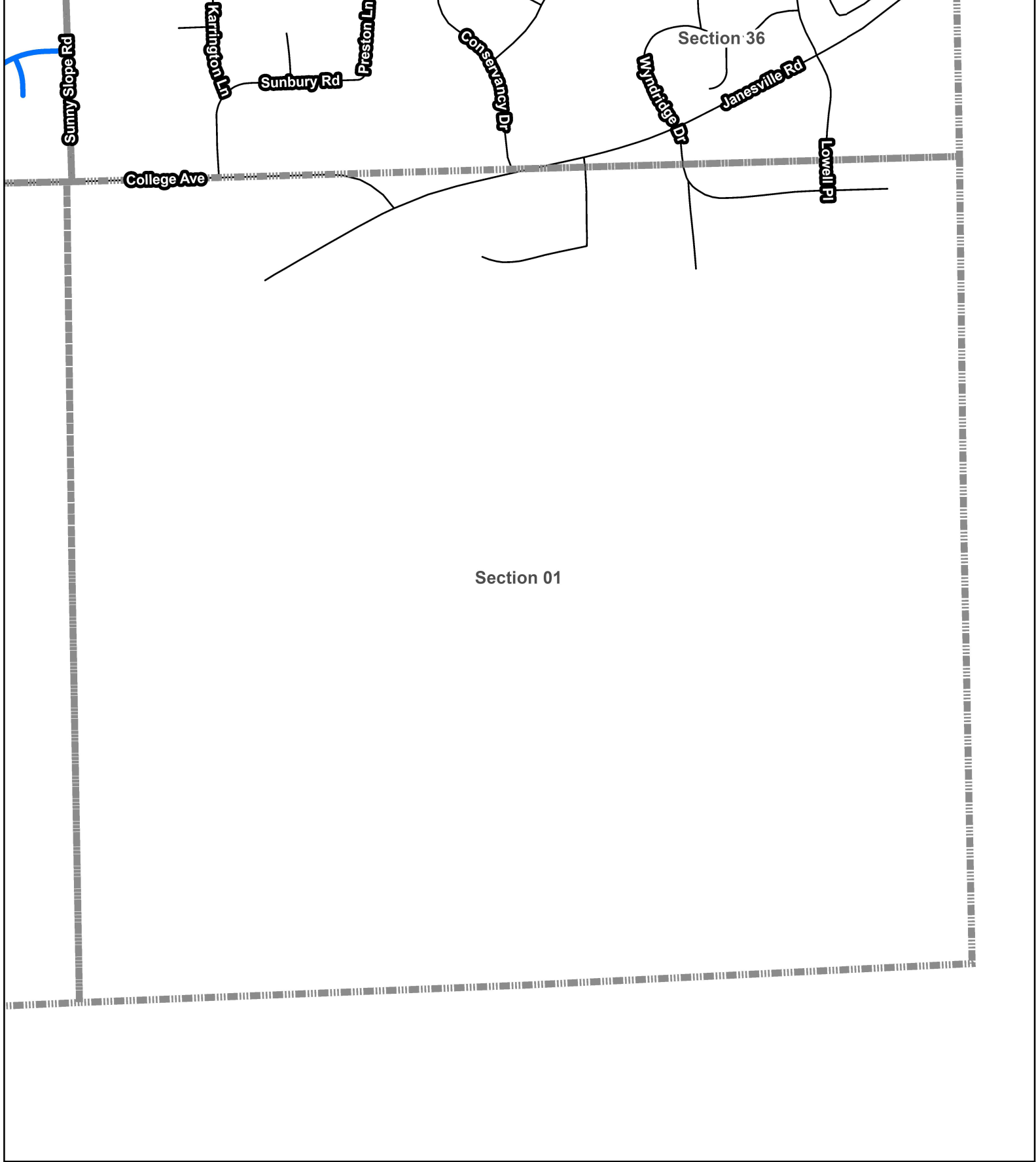
Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

- 2026 Base Bid
- Section



Section 01

2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 01



Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

 2026 Base Bid

 Section

Section 35

Detora Ct
Old Farm Rd
Sunny Slope Rd

College Ave

Section 02

2026 City of New Berlin - Roadway Maintenance Program Joint, Crack Cleaning & Sealing Project

Section 02




Department of Community Development
3805 S Casper Drive, New Berlin WI 53151
(262) 797-2445 www.newberlin.org

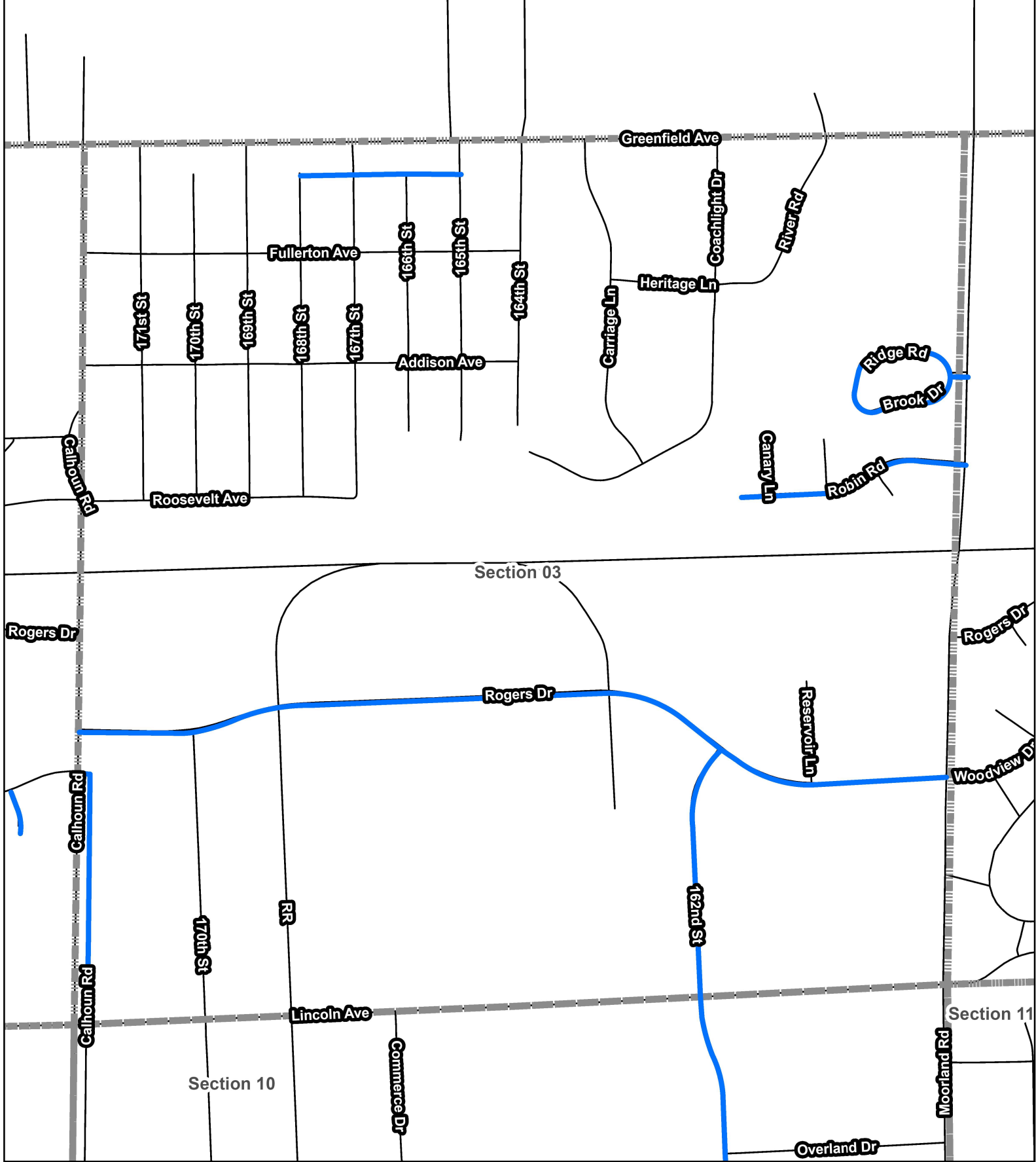


1/4/2024

Legend


 2026 Base Bid

 Section



2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 03



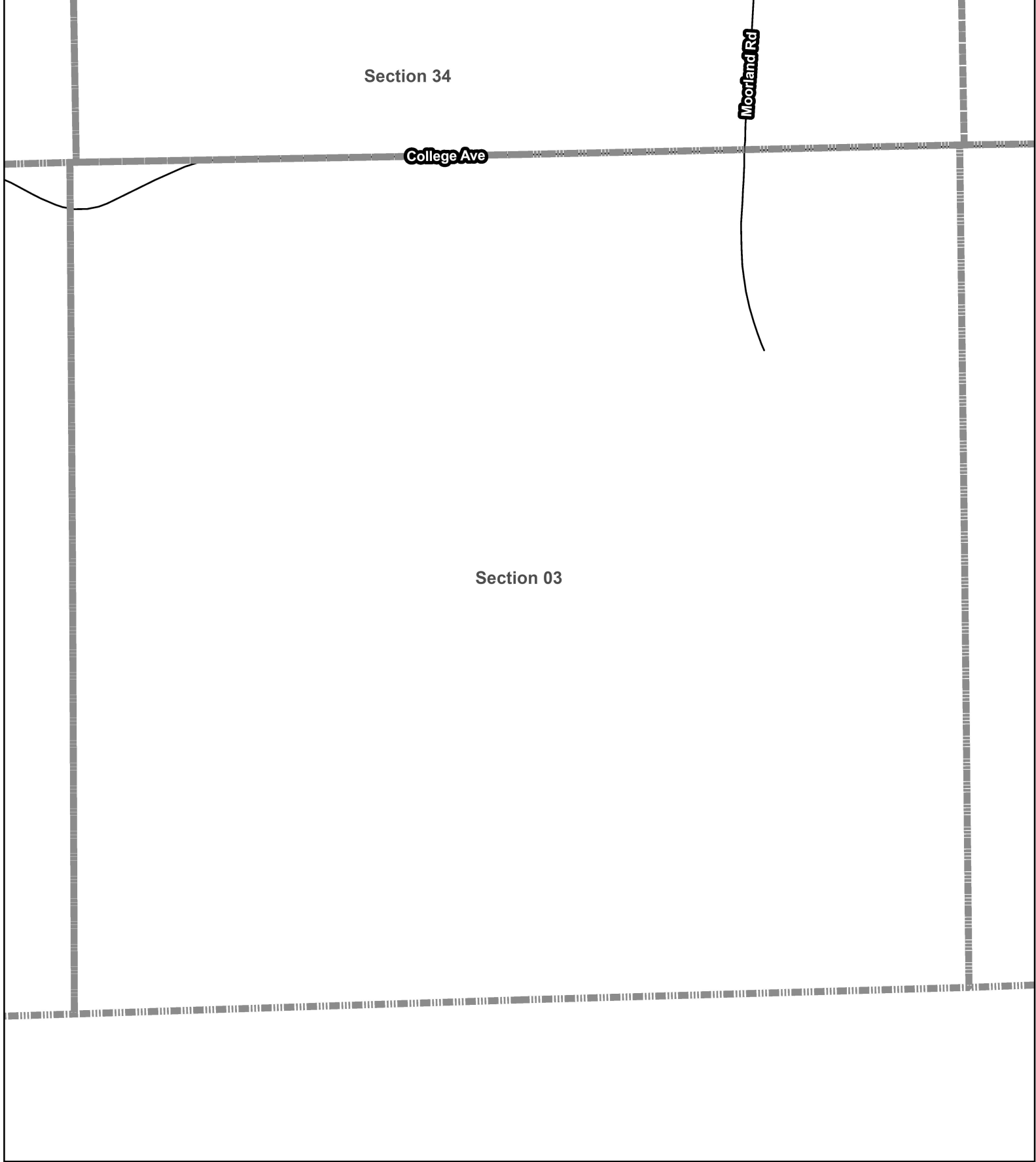
City of New Berlin
 Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

- 2026 Base Bid
- Section



Section 34

College Ave

Moorland Rd

Section 03

2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 03




Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org

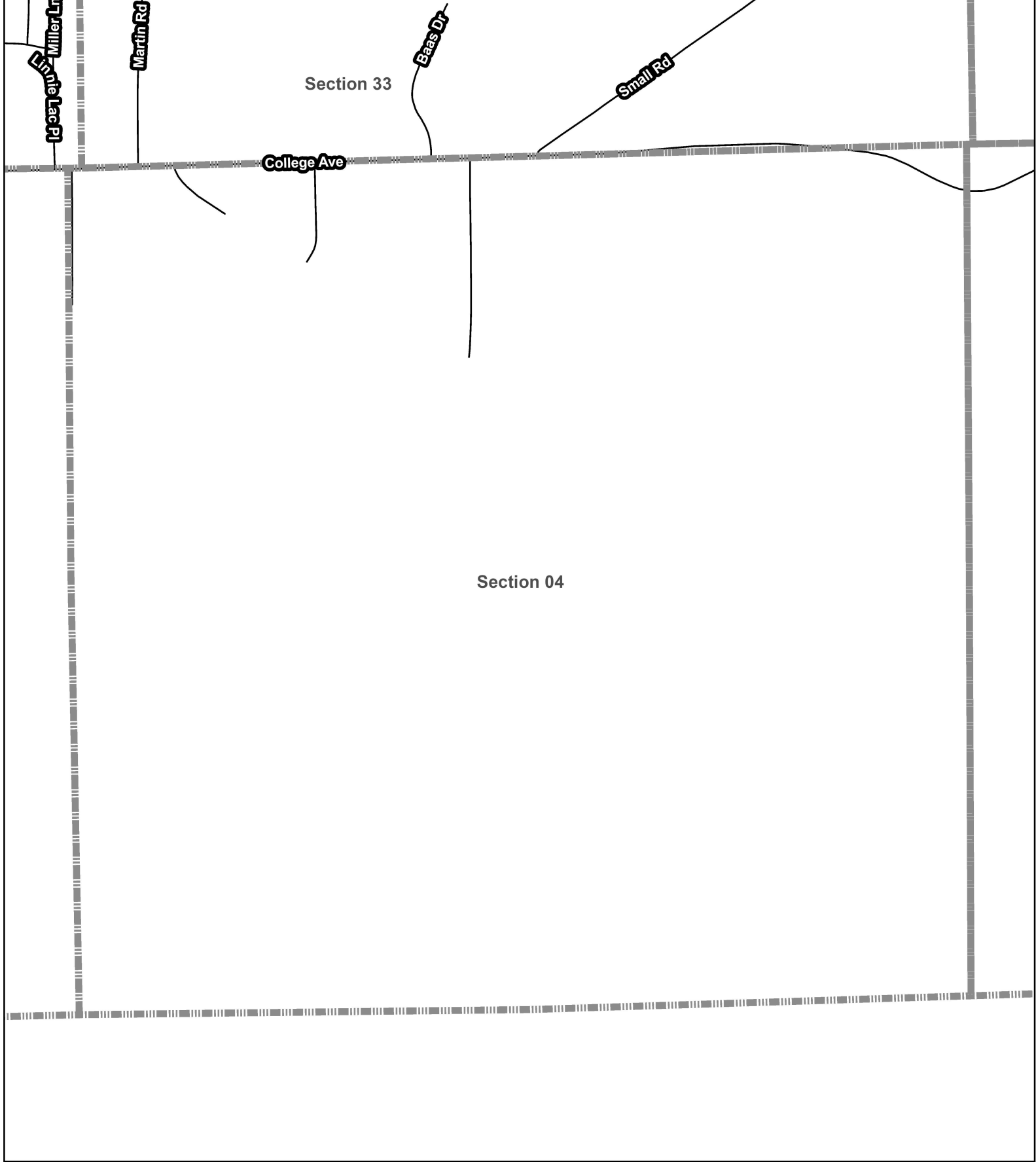


1/4/2024

Legend

 2026 Base Bid

 Section



2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 04





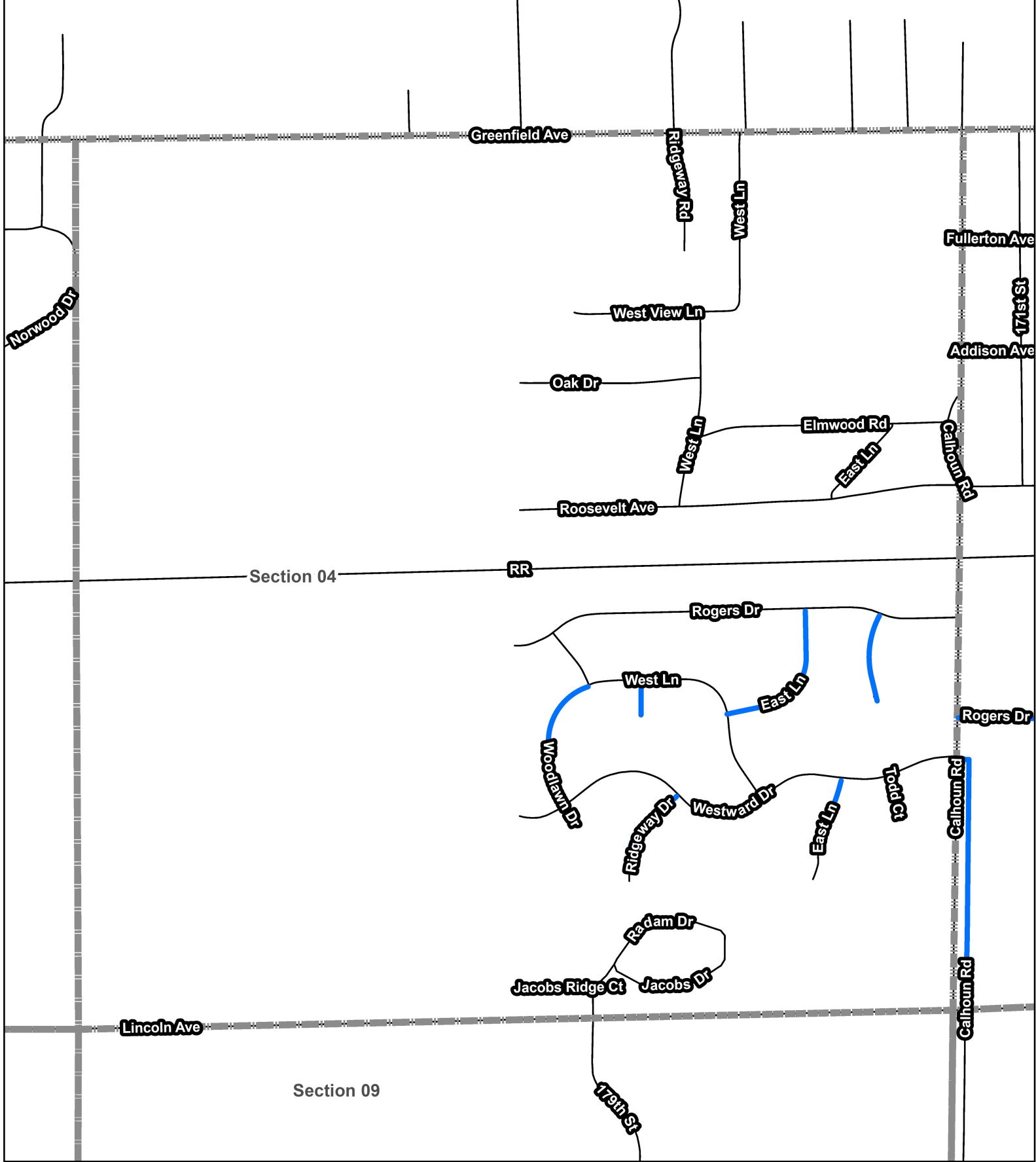
Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

-  2026 Base Bid
-  Section

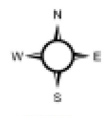


2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 04



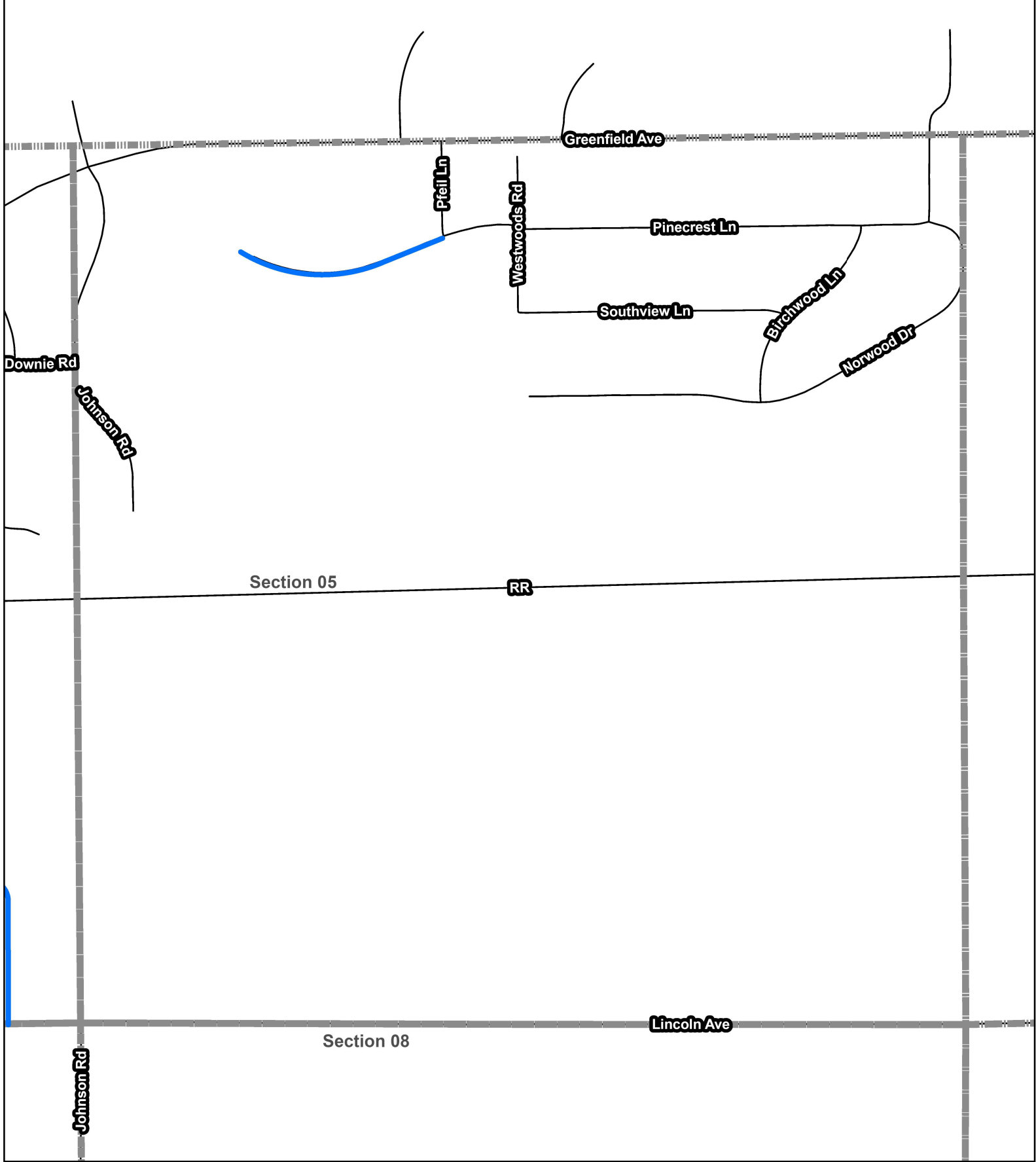
Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

- 2026 Base Bid
- Section

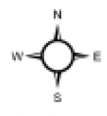


2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 05



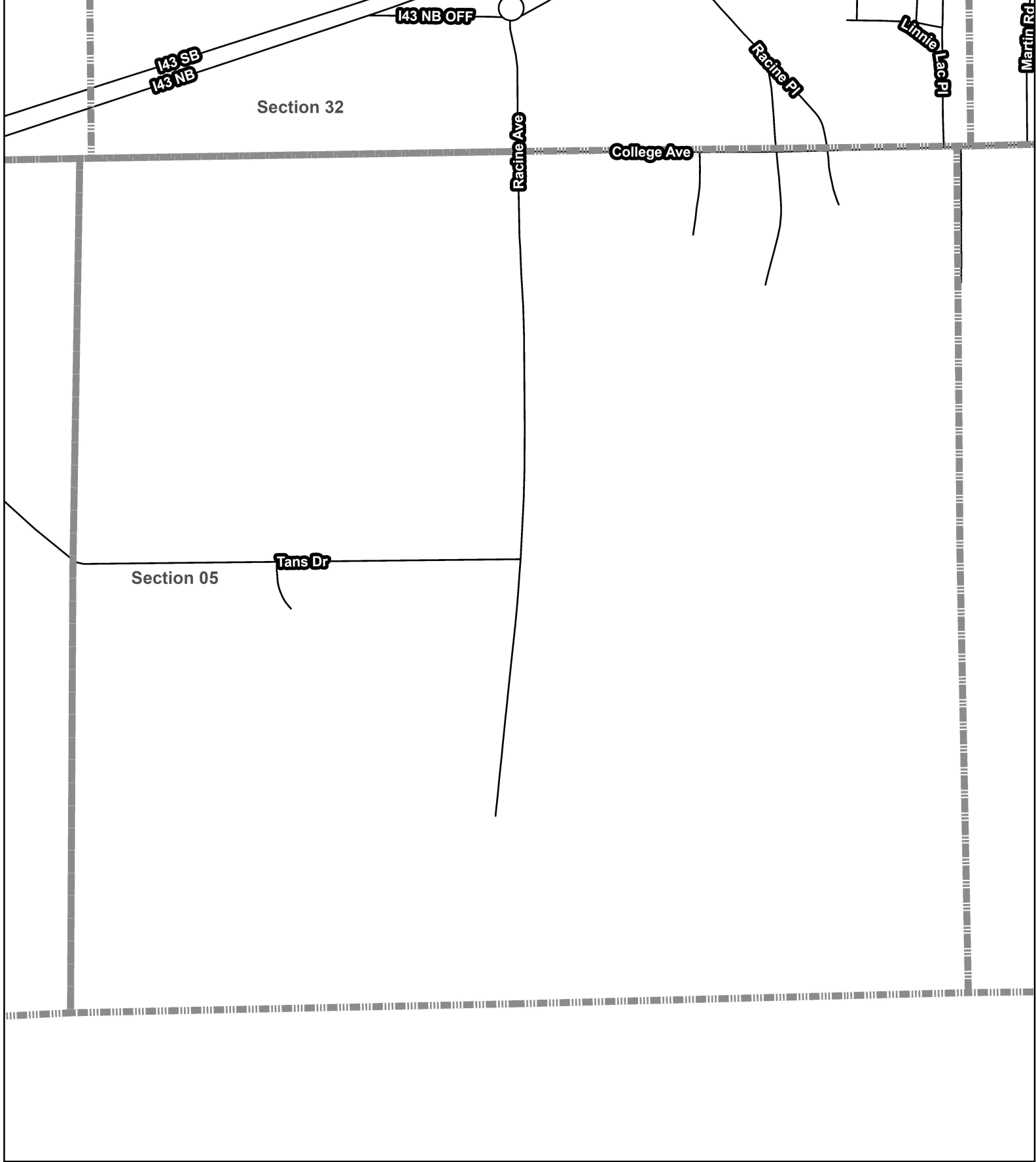
Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

- 2026 Base Bid
- Section



2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 05




Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

 2026 Base Bid

 Section

Section 31

National Ave

Limestone Ct

143 SB

143 NB

Crowbar Rd

Section 06

Tans Dr

2026 City of New Berlin - Roadway Maintenance Program Joint, Crack Cleaning & Sealing Project

Section 06




Department of Community Development
3805 S Casper Drive, New Berlin WI 53151
(262) 797-2445 www.newberlin.org

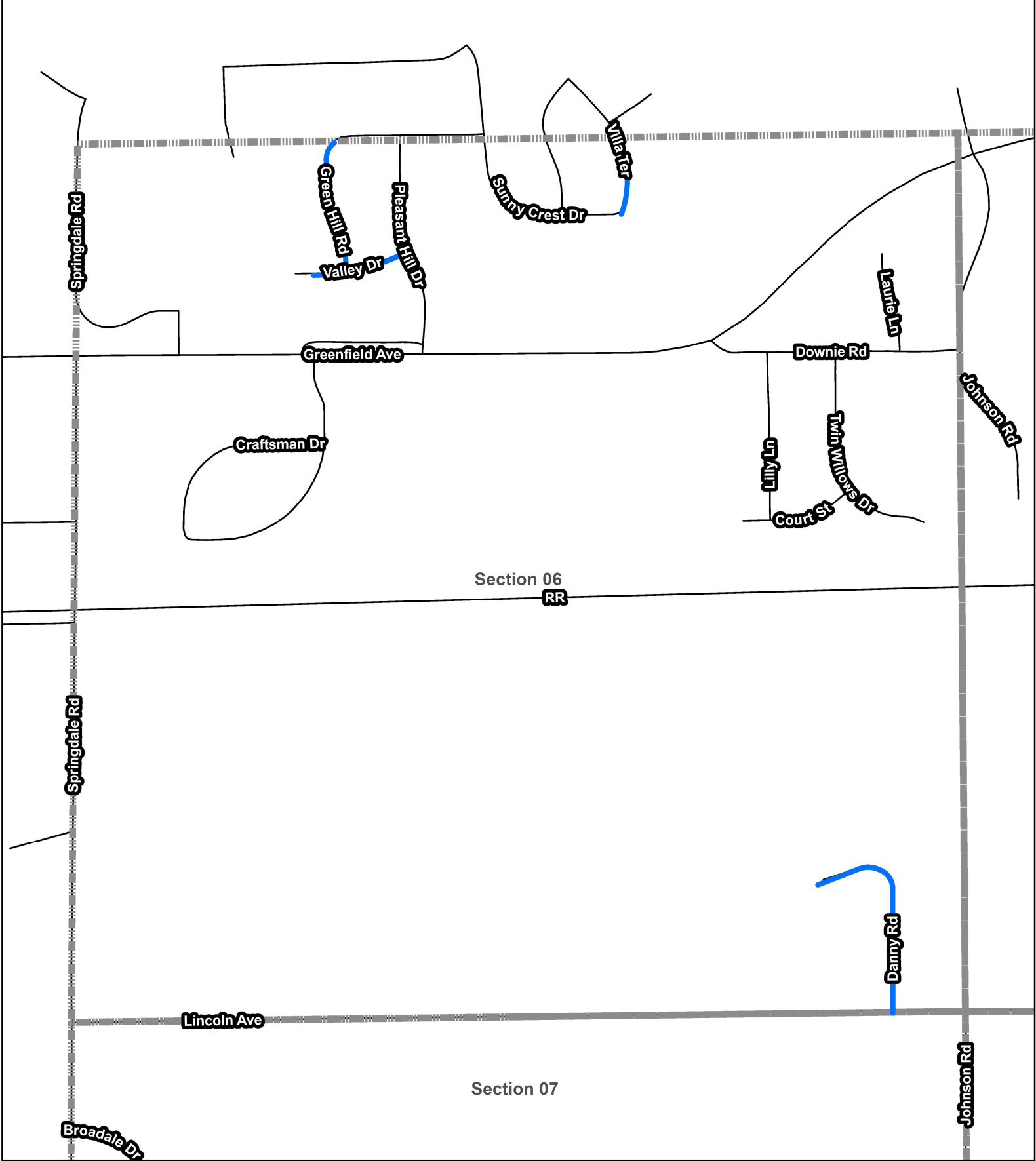


1/4/2024

Legend

 2026 Base Bid

 Section

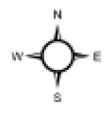


2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 06



Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

- 2026 Base Bid
- Section

Section 06

Danny Rd

Springdale Rd

Lincoln Ave

Broadale Dr

Cleveland Ave

Section 07

Amor Dr

Dove Dr

Beverly Dr

Johnson Ct

Johnson Rd

Section 18

Oak Park Dr

Hanke Dr

2026 City of New Berlin - Roadway Maintenance Program
Joint, Crack Cleaning & Sealing Project

Section 07



Department of Community Development
3805 S Casper Drive, New Berlin WI 53151
(262) 797-2445 www.newberlin.org



1/4/2024

Legend

— 2026 Base Bid

▬ Section

Section 05

Lincoln Ave

Section 08

Johnson Ct

Cleveland Ave

Johnson Rd

Country Ln

Rolling Dr

Imperial Ct

Wehr Rd

Section 17

2026 City of New Berlin - Roadway Maintenance Program Joint, Crack Cleaning & Sealing Project

Section 08




Department of Community Development
3805 S Casper Drive, New Berlin WI 53151
(262) 797-2445 www.newberlin.org

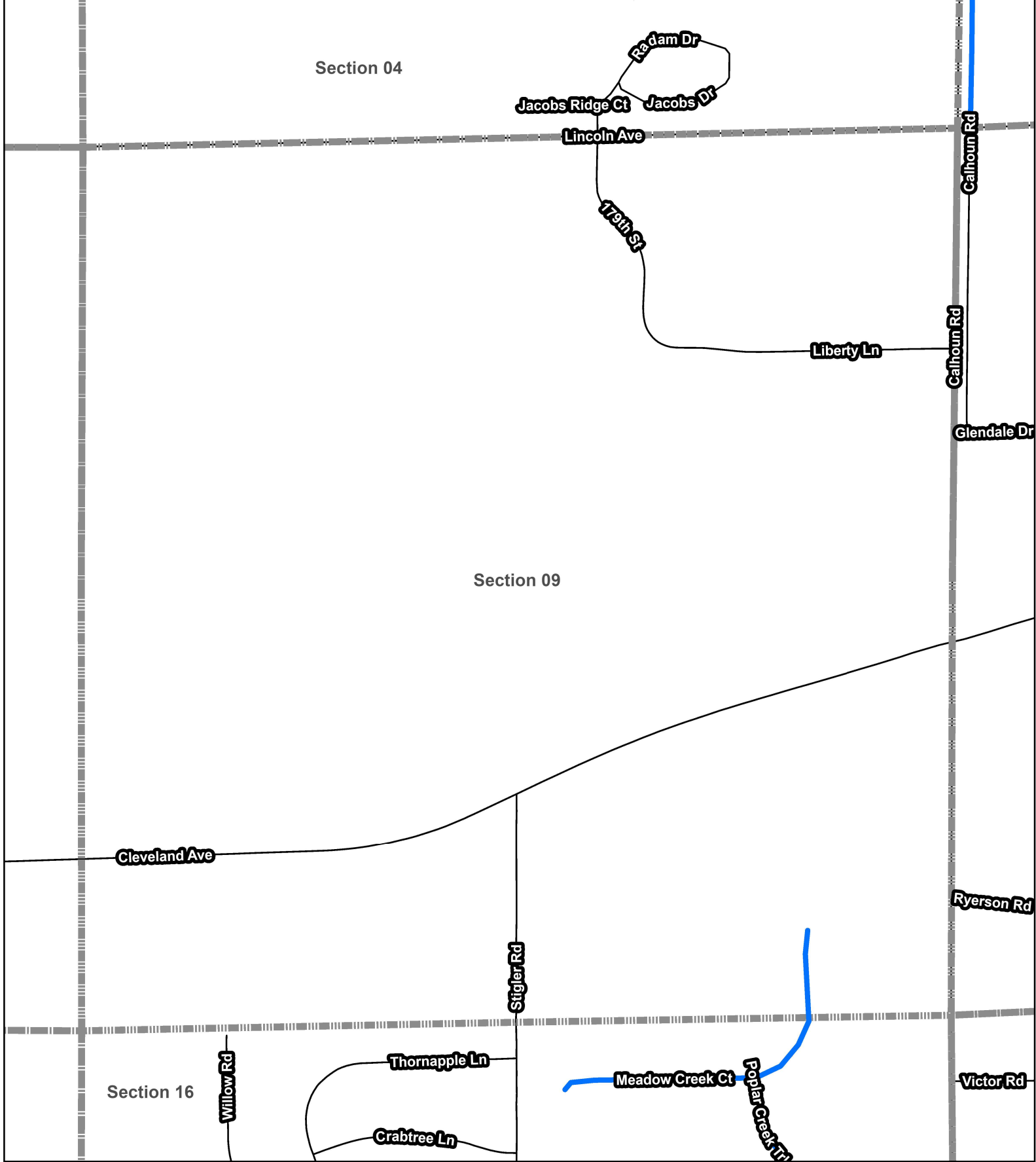


1/4/2024

Legend

 2026 Base Bid

 Section

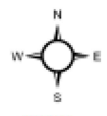


2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 09



Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org

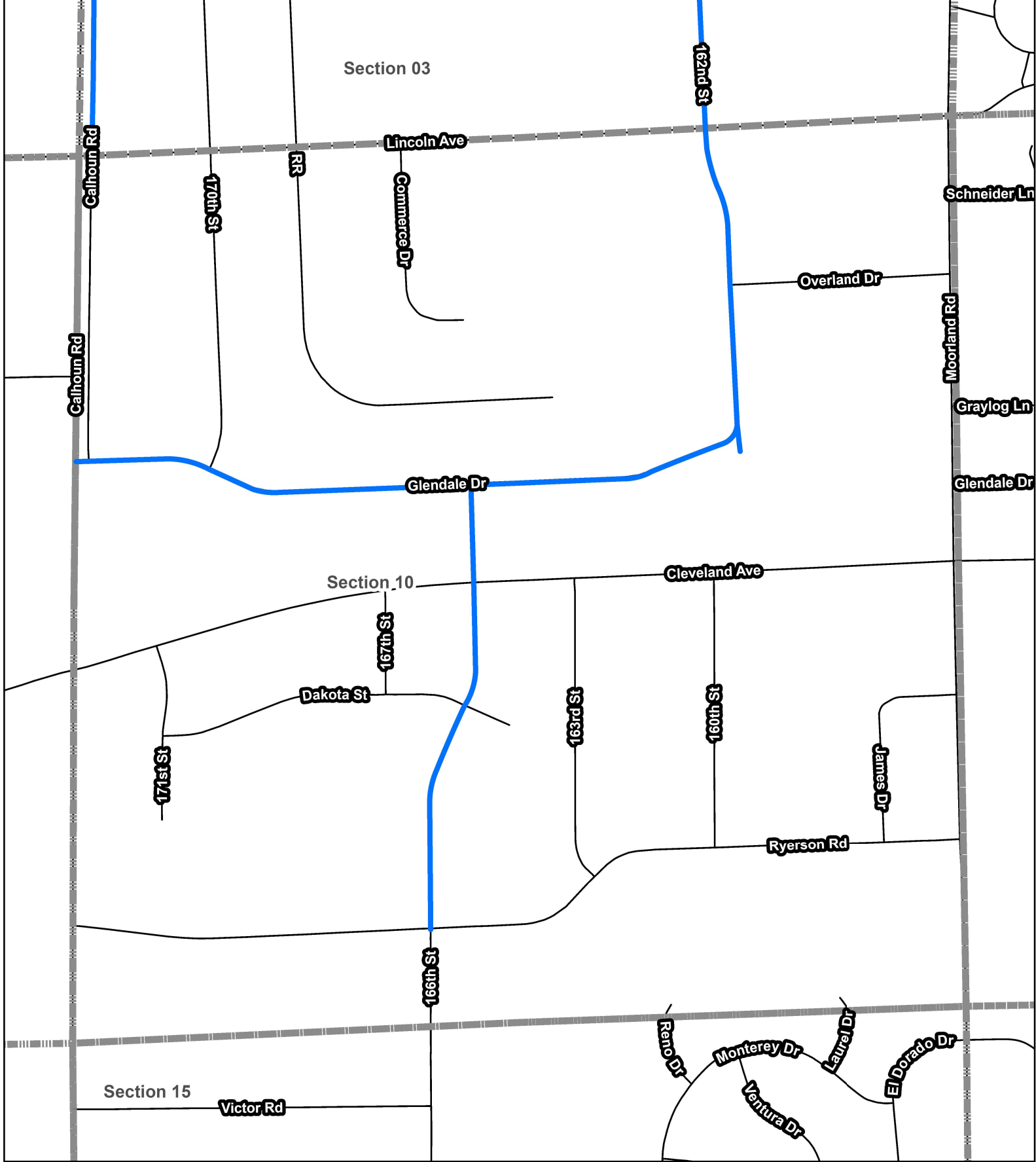


1/4/2024

Legend

- 2026 Base Bid
- Section

P:\DCD\Project\RD\RD-24-02_2024 Roadway Maintenance\GIS\2024 Roadway Maintenance Overview.mxd

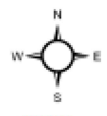


2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 10



Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org

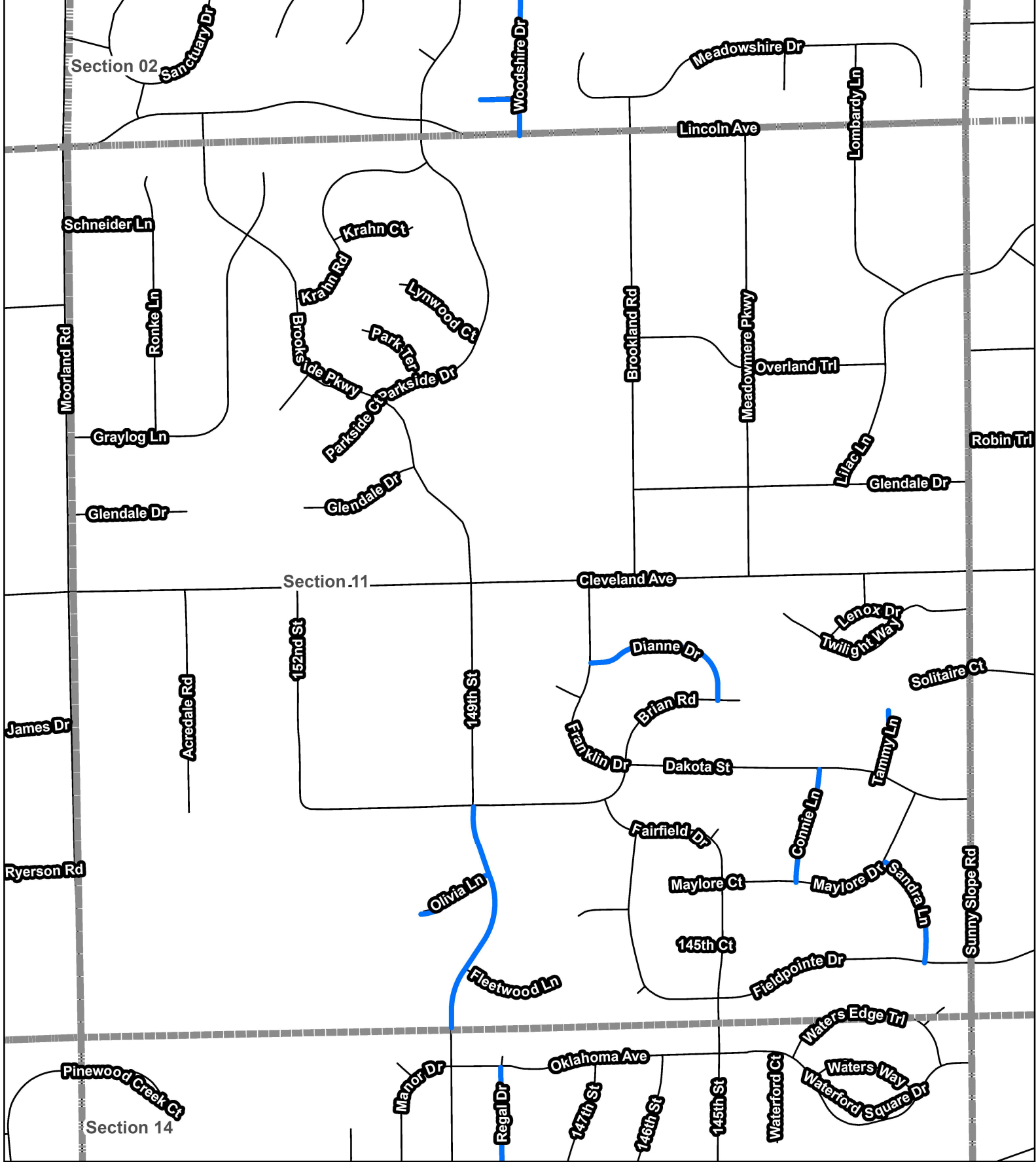


1/4/2024

Legend

- 2026 Base Bid
- Section

P:\DCD\Project\RD\RD-24-02_2024 Roadway Maintenance\GIS\2024 Roadway Maintenance Overview.mxd



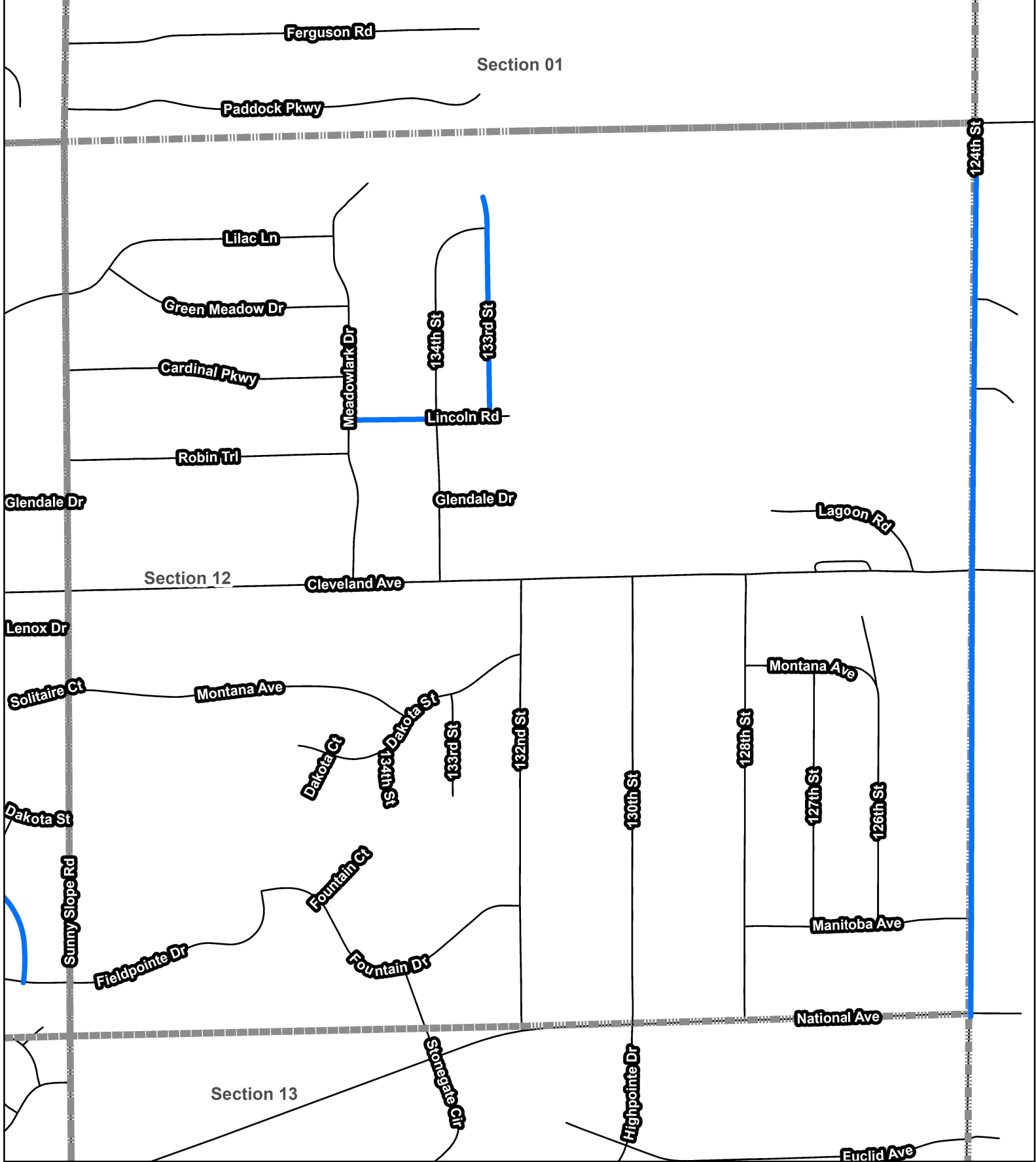
2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 11



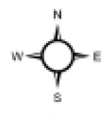
Legend

- 2026 Base Bid
- Section



2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

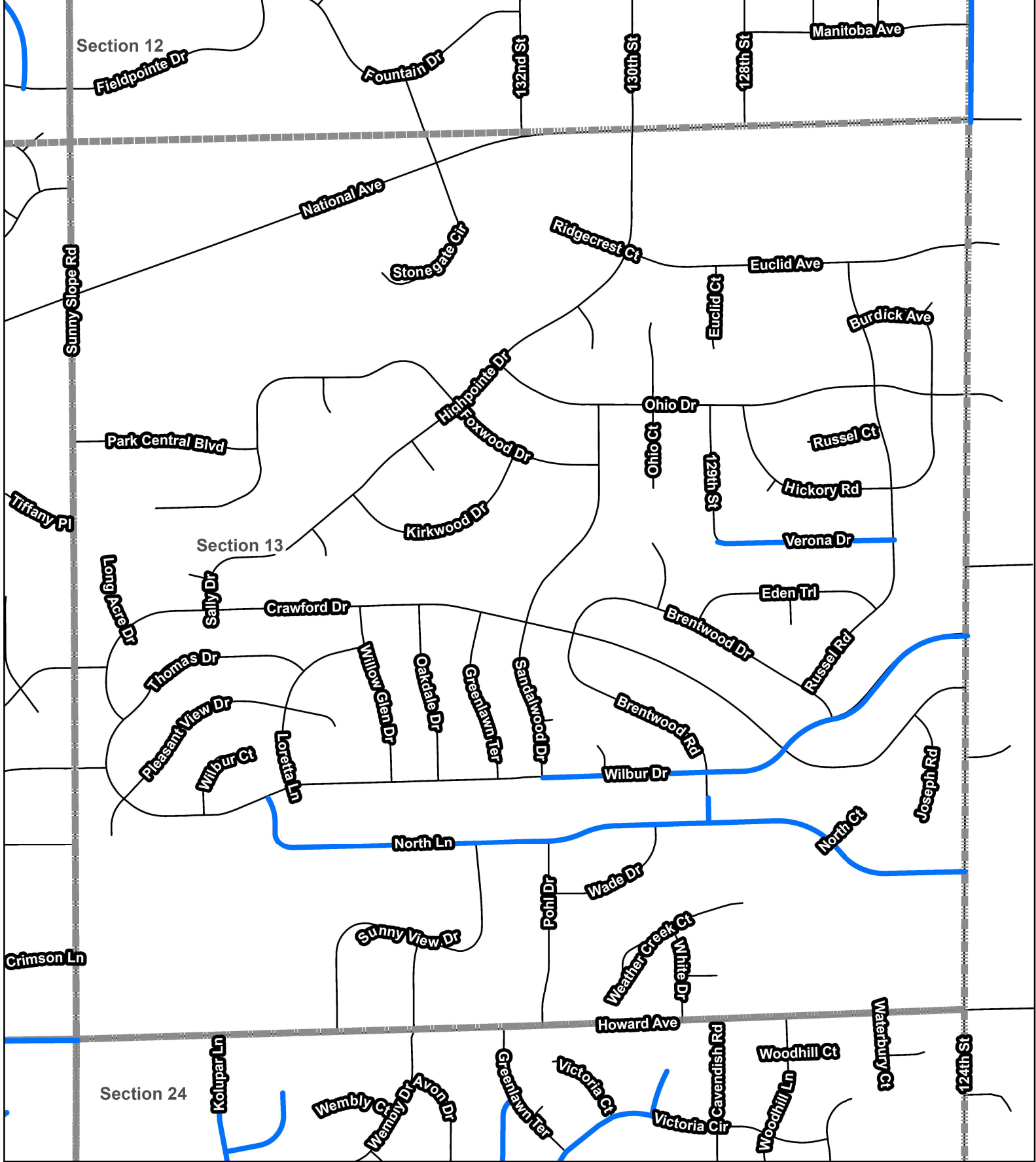
Section 12



1/4/2024

Legend

- 2026 Base Bid
- Section



2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 13



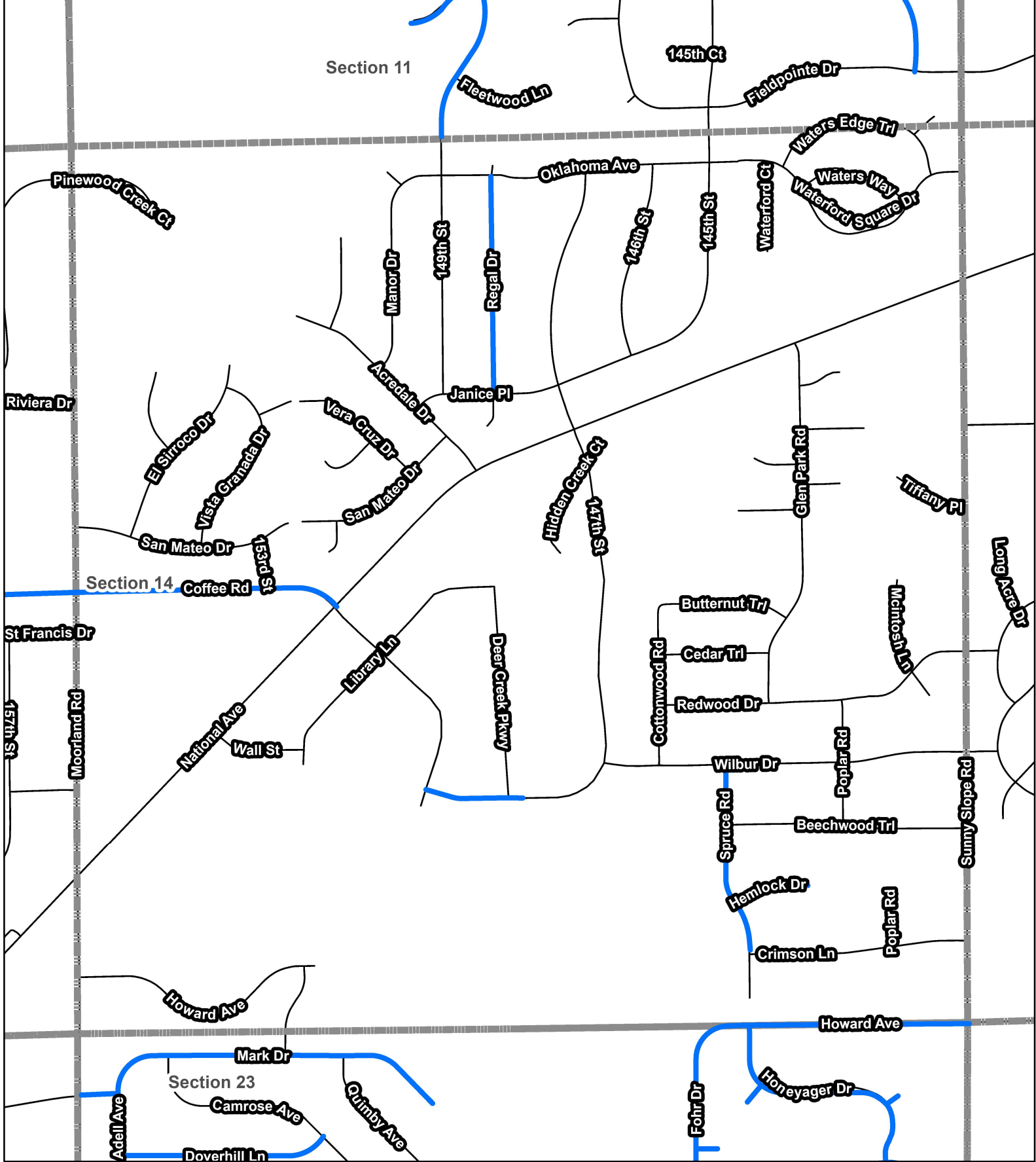
City of New Berlin
 Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



Legend

- 2026 Base Bid
- Section

© 2024 City of New Berlin. All rights reserved. P:\DCD\Projects\RD\RD-24-02_2024 Roadway Maintenance\GIS\2024 Roadway Maintenance Overview.mxd




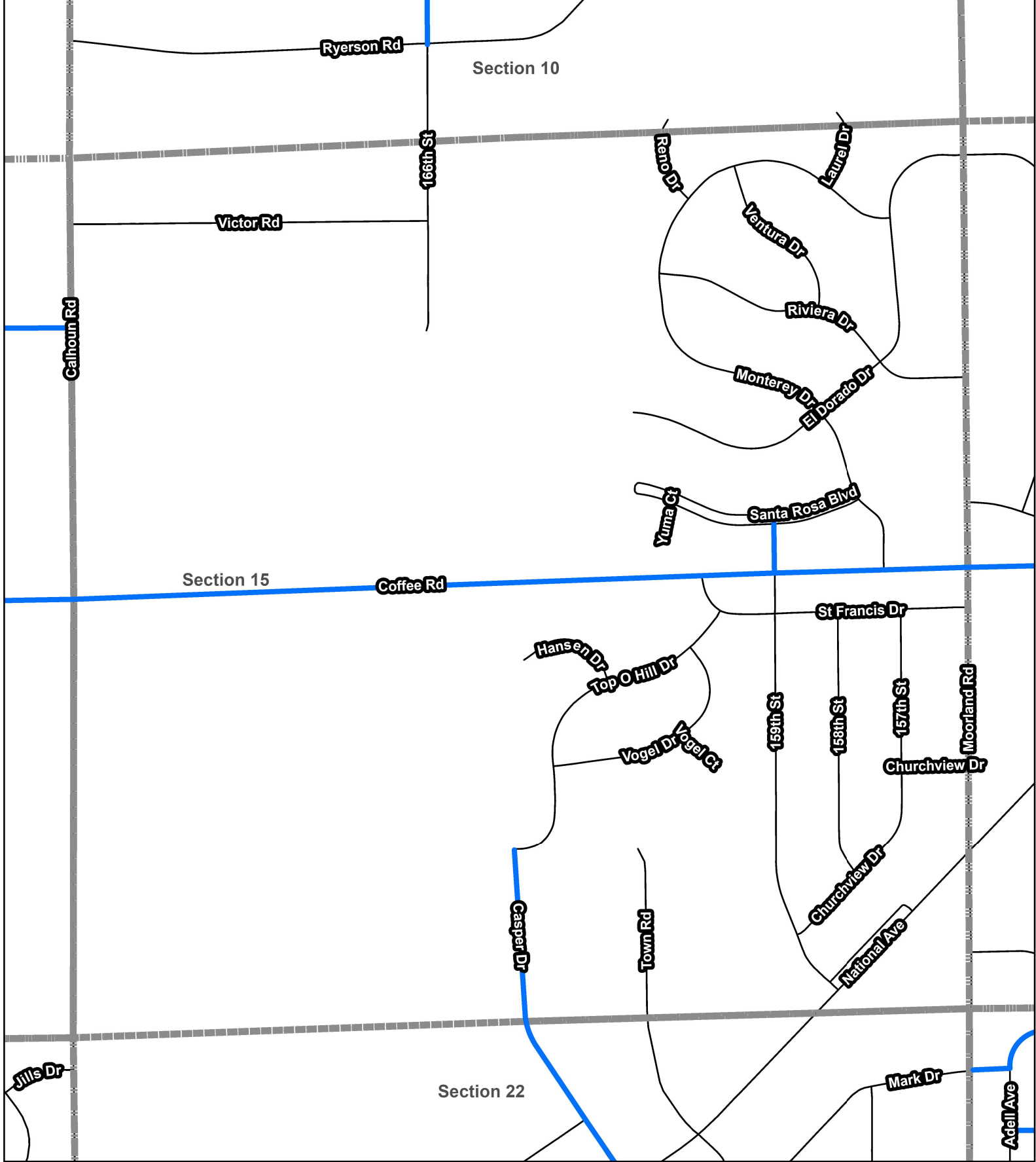
2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 14



Legend

- 2026 Base Bid
-  Section

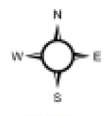


2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 15



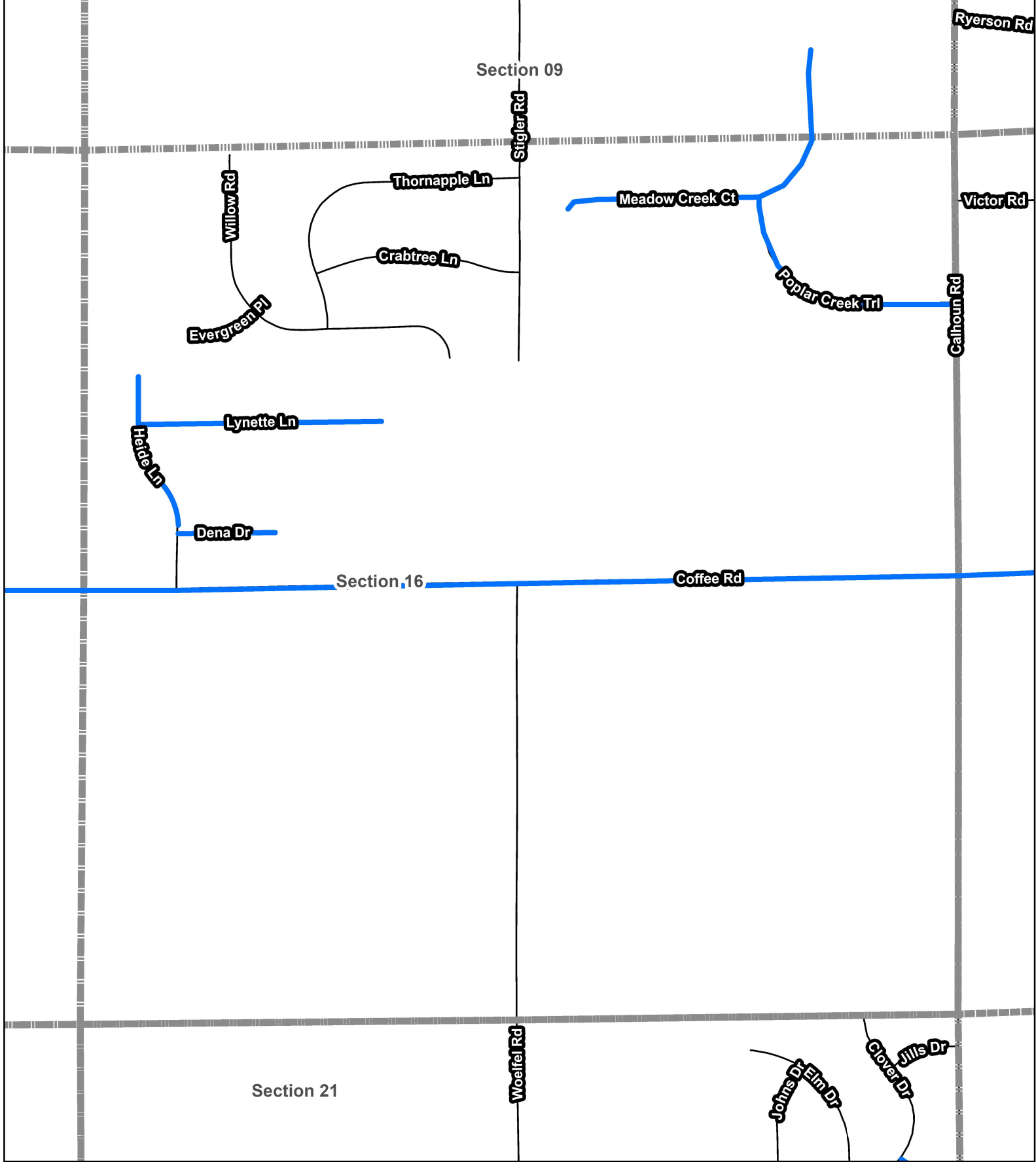
Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

- 2026 Base Bid
- Section



2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 16




Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org

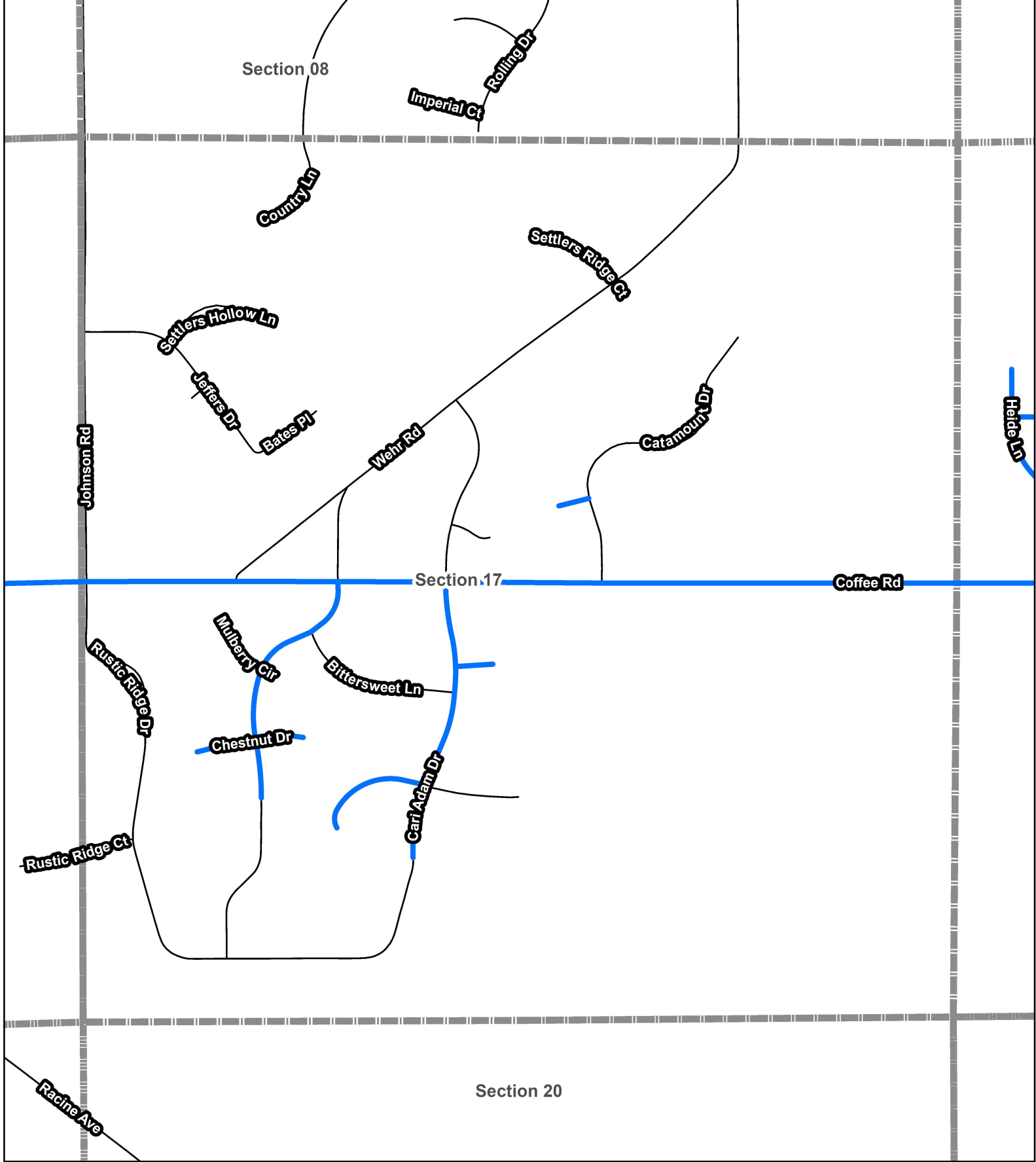


1/4/2024

Legend

 2026 Base Bid

 Section

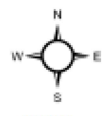


2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 17



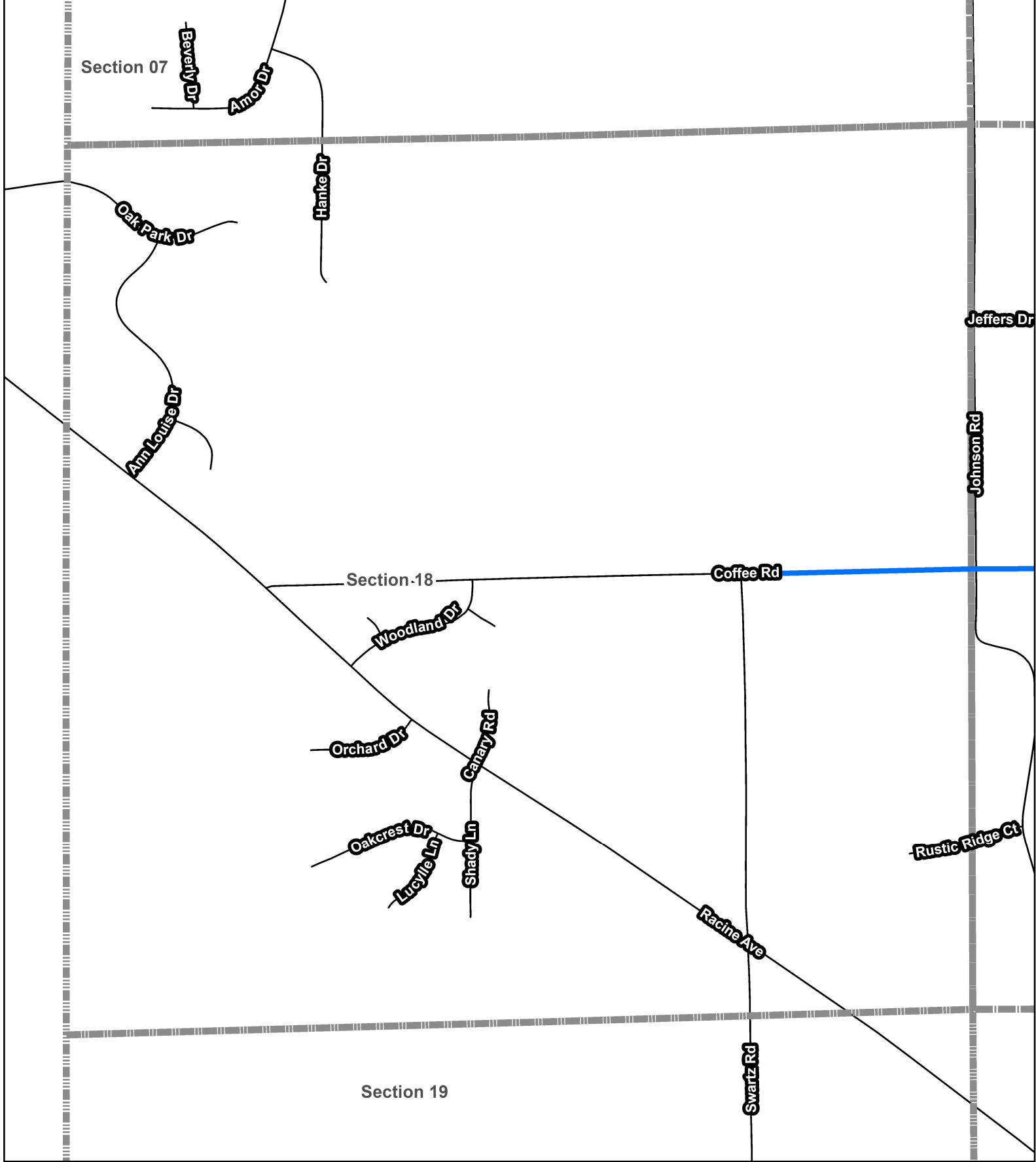
Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

- 2026 Base Bid
- Section



2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 18



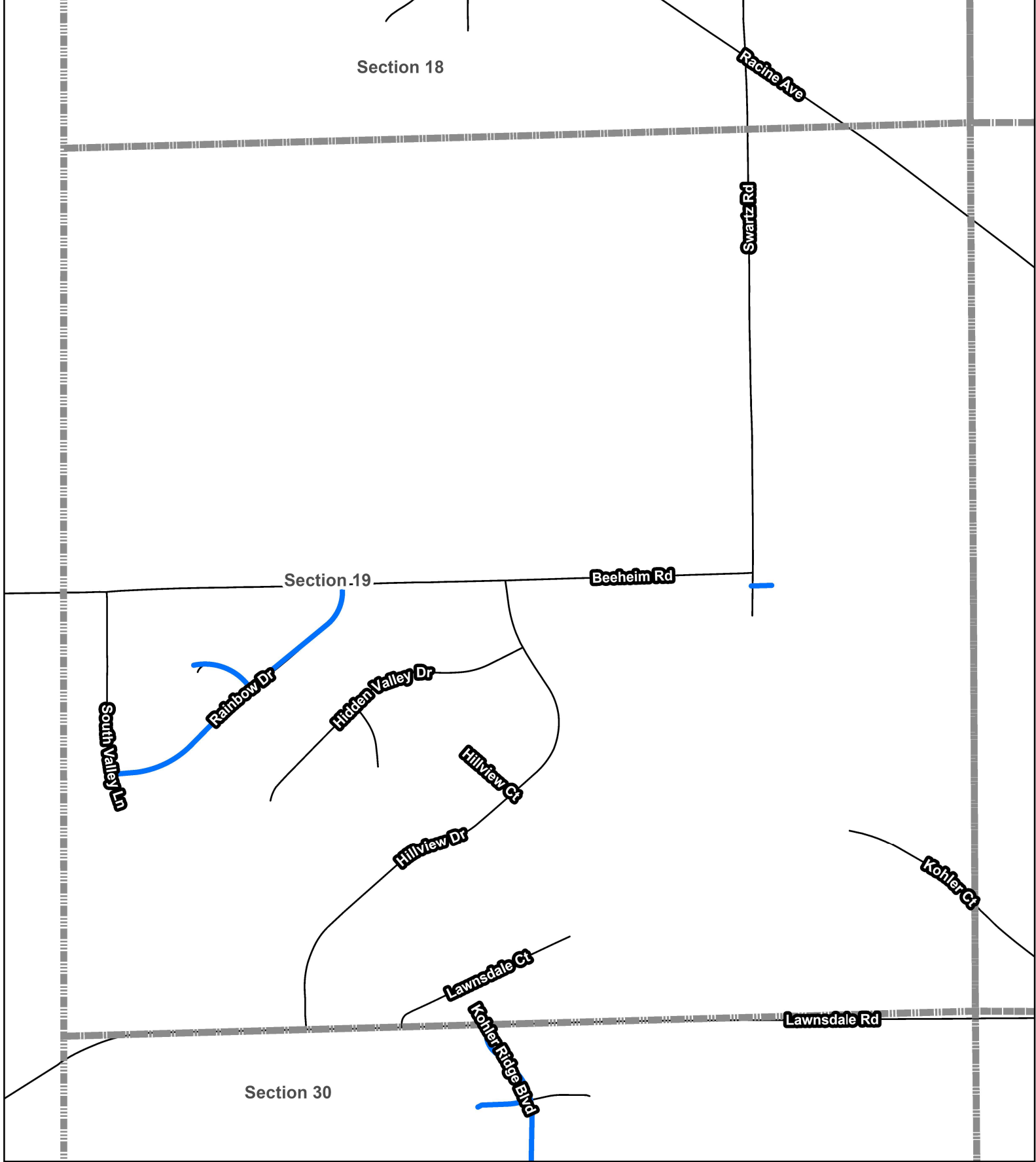
Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

- 2026 Base Bid
- Section

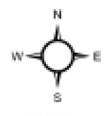


2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 19



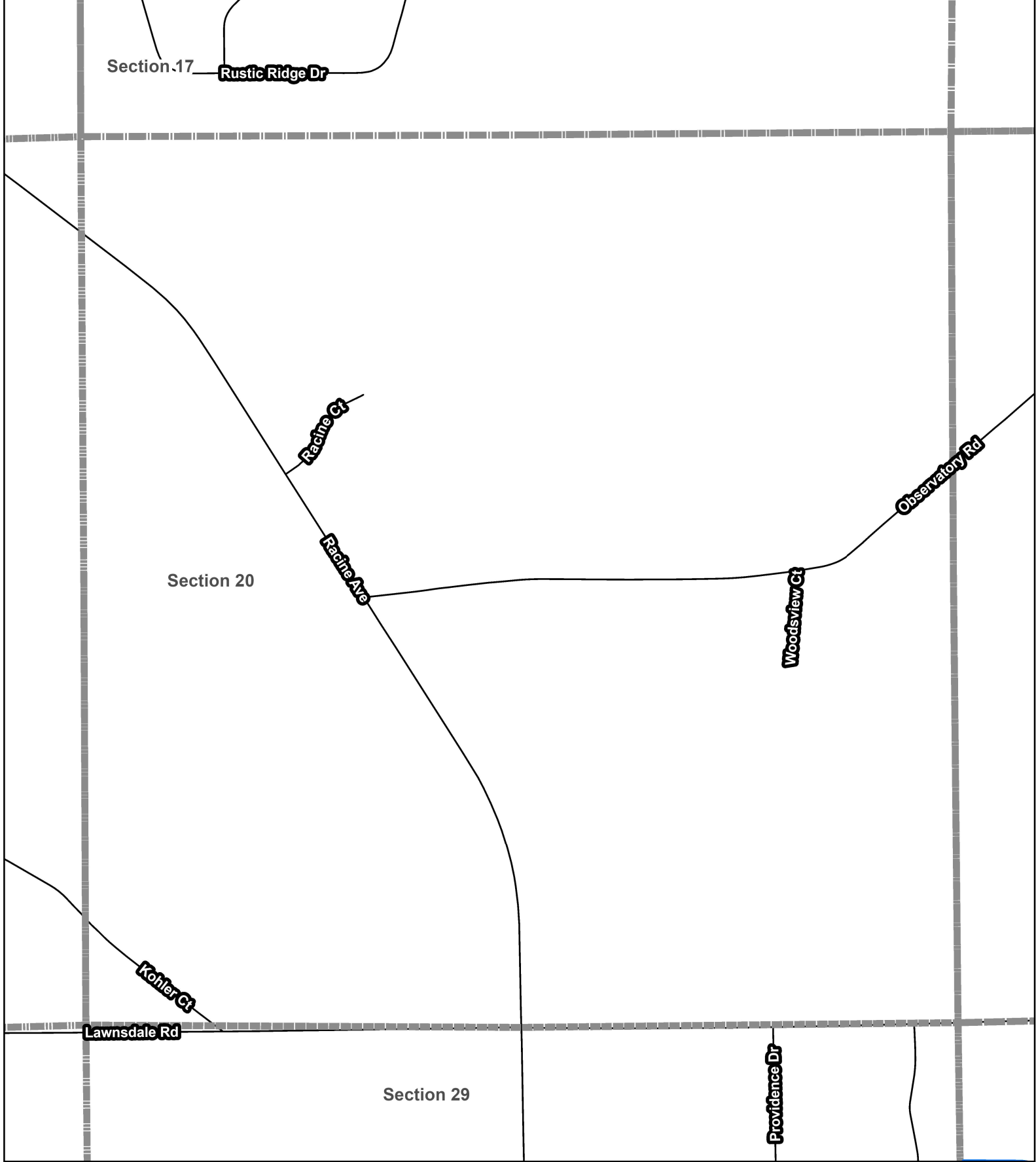
Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

- 2026 Base Bid
- Section



2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 20




Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org

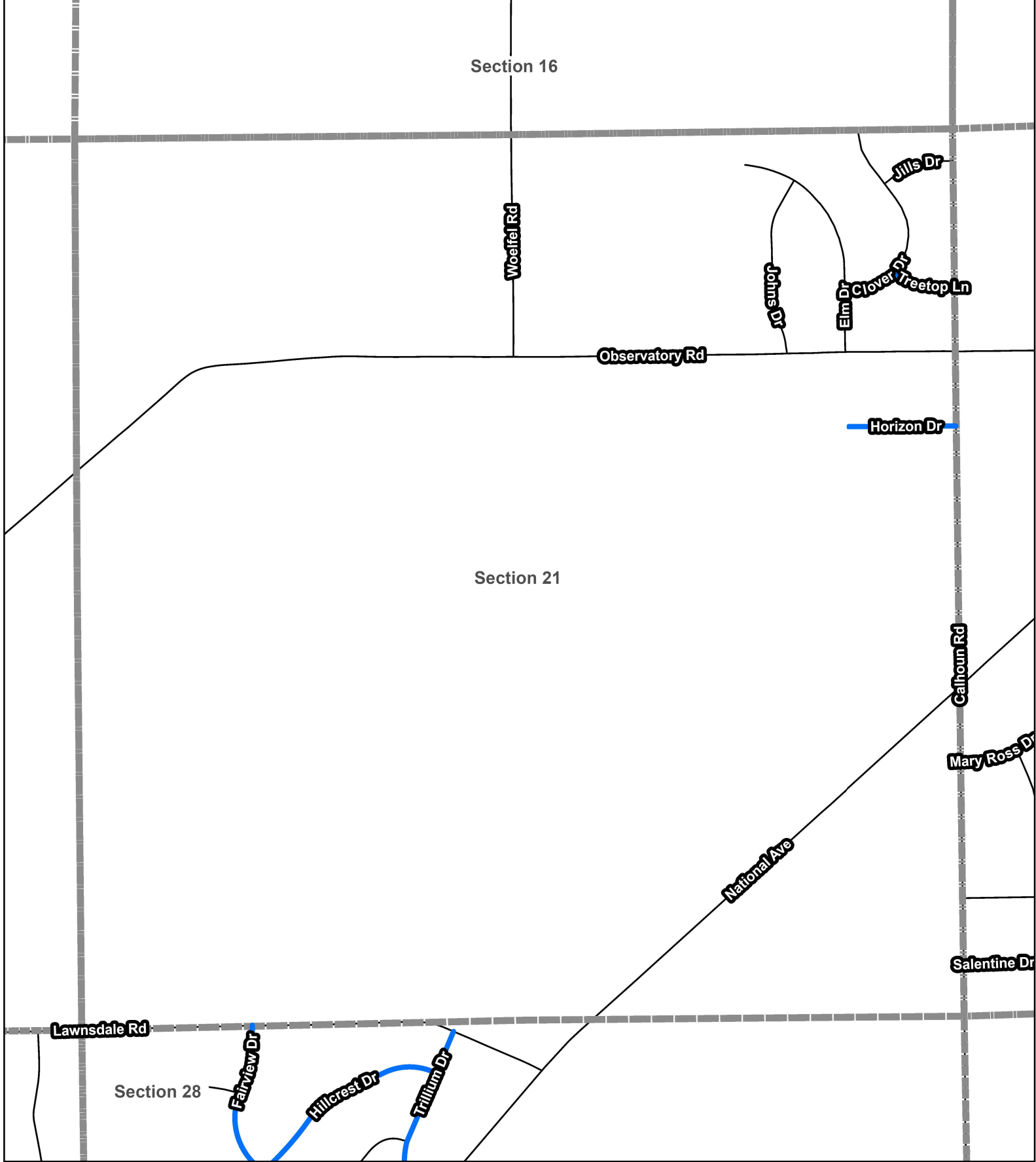


1/4/2024

Legend

 2026 Base Bid

 Section



2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

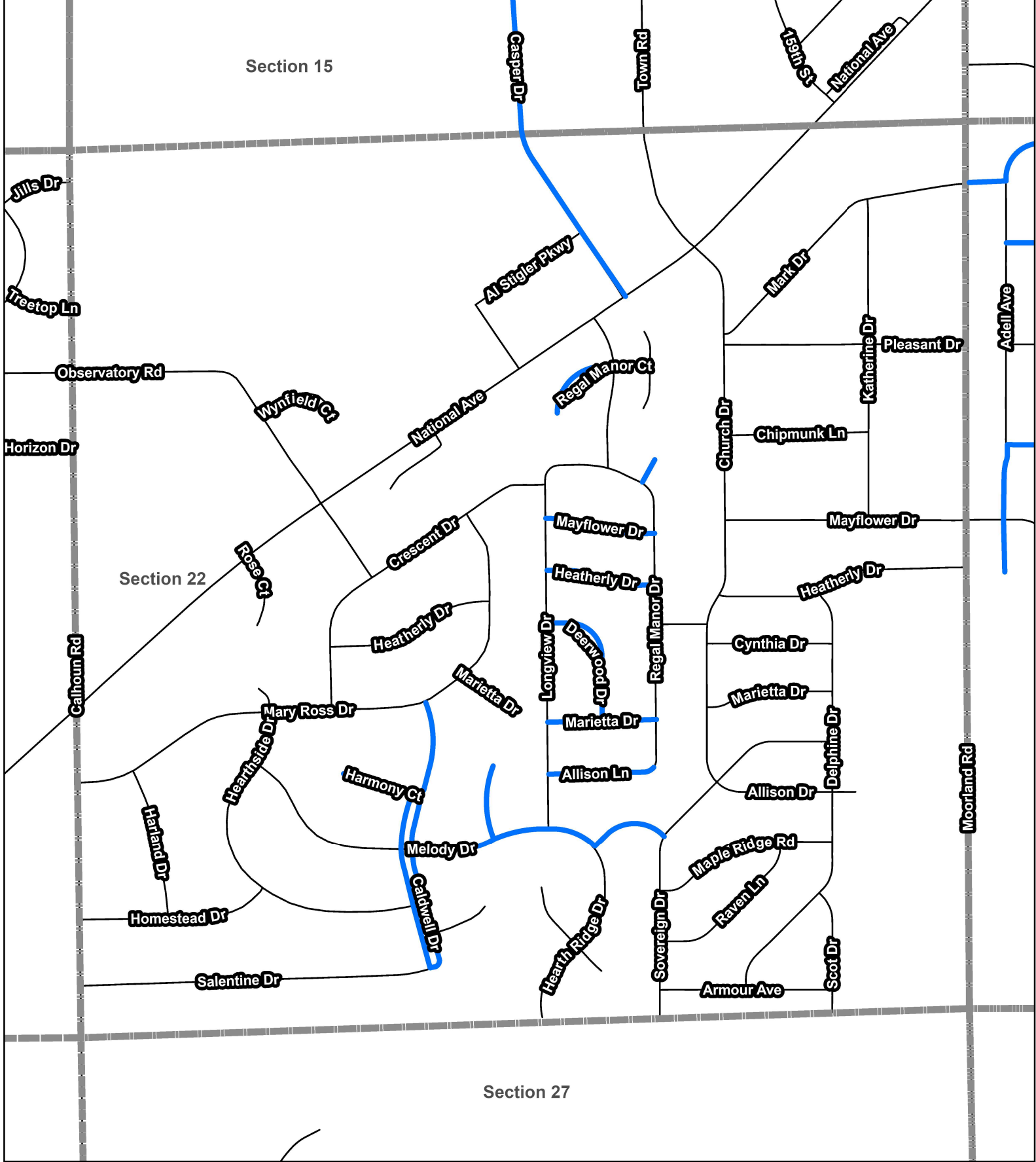
Section 21



1/4/2024

Legend

- 2026 Base Bid
- Section

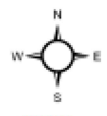


2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 22



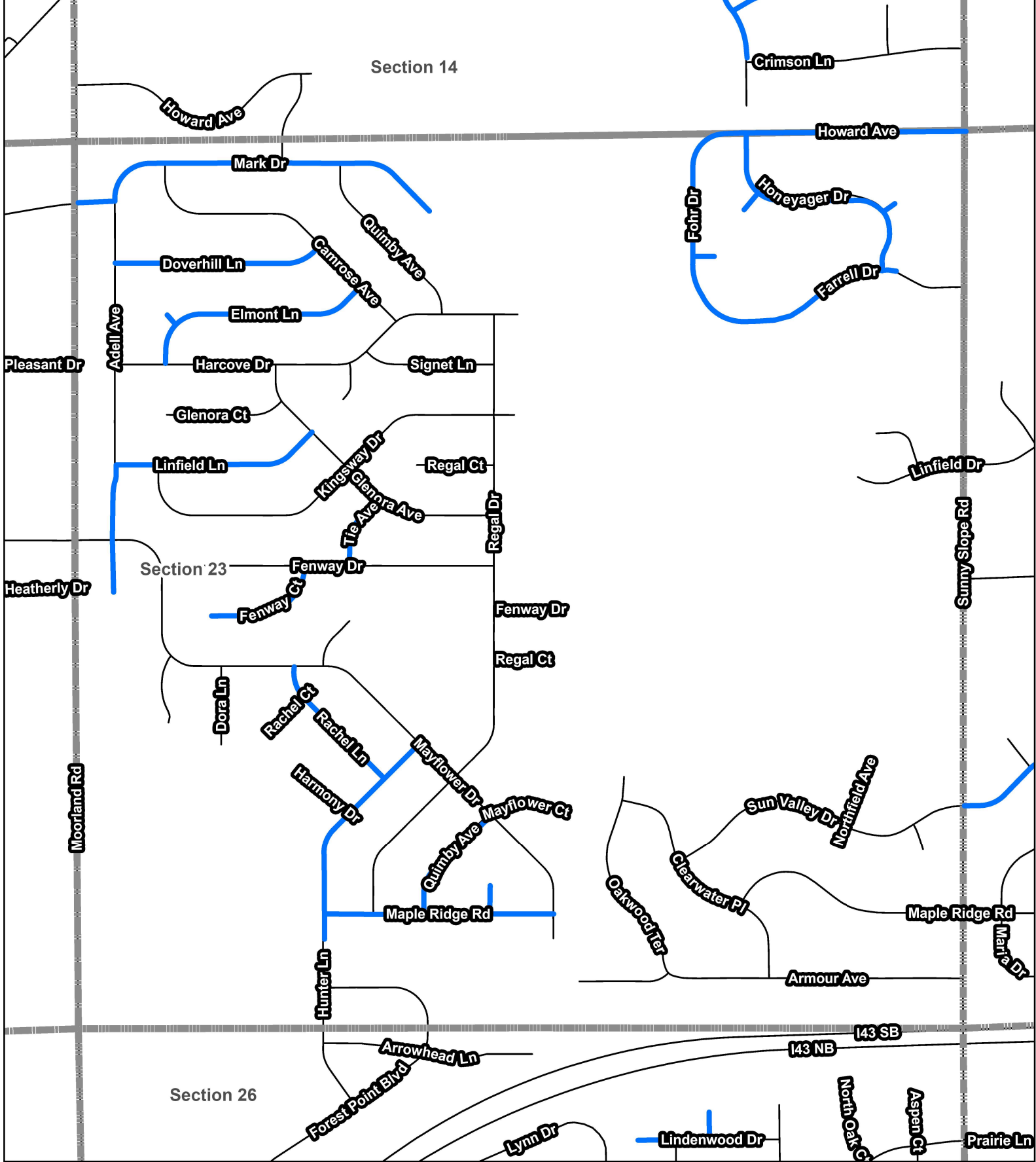
Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

- 2026 Base Bid
- Section

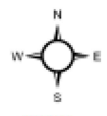


2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 23



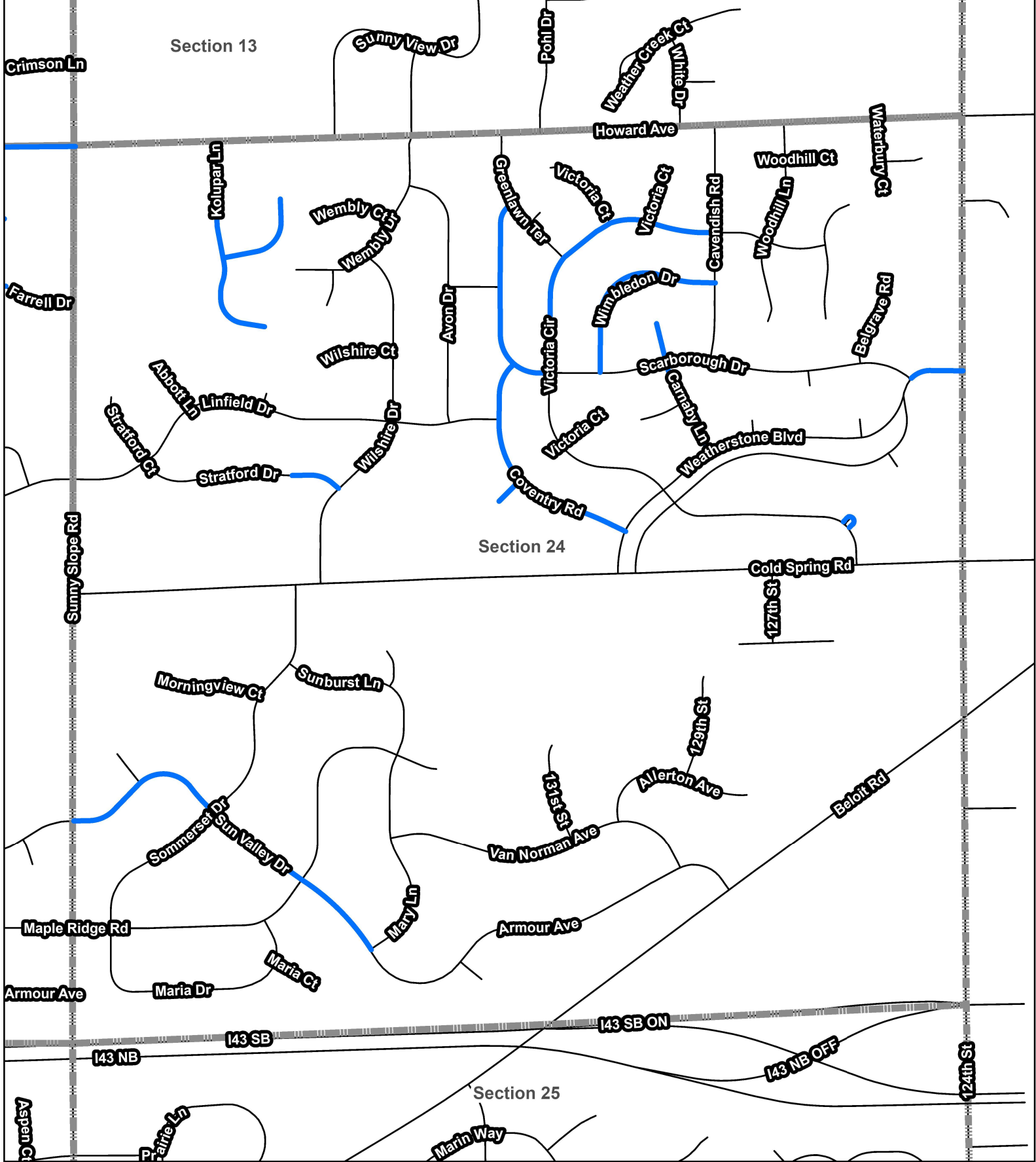
Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

- 2026 Base Bid
- Section




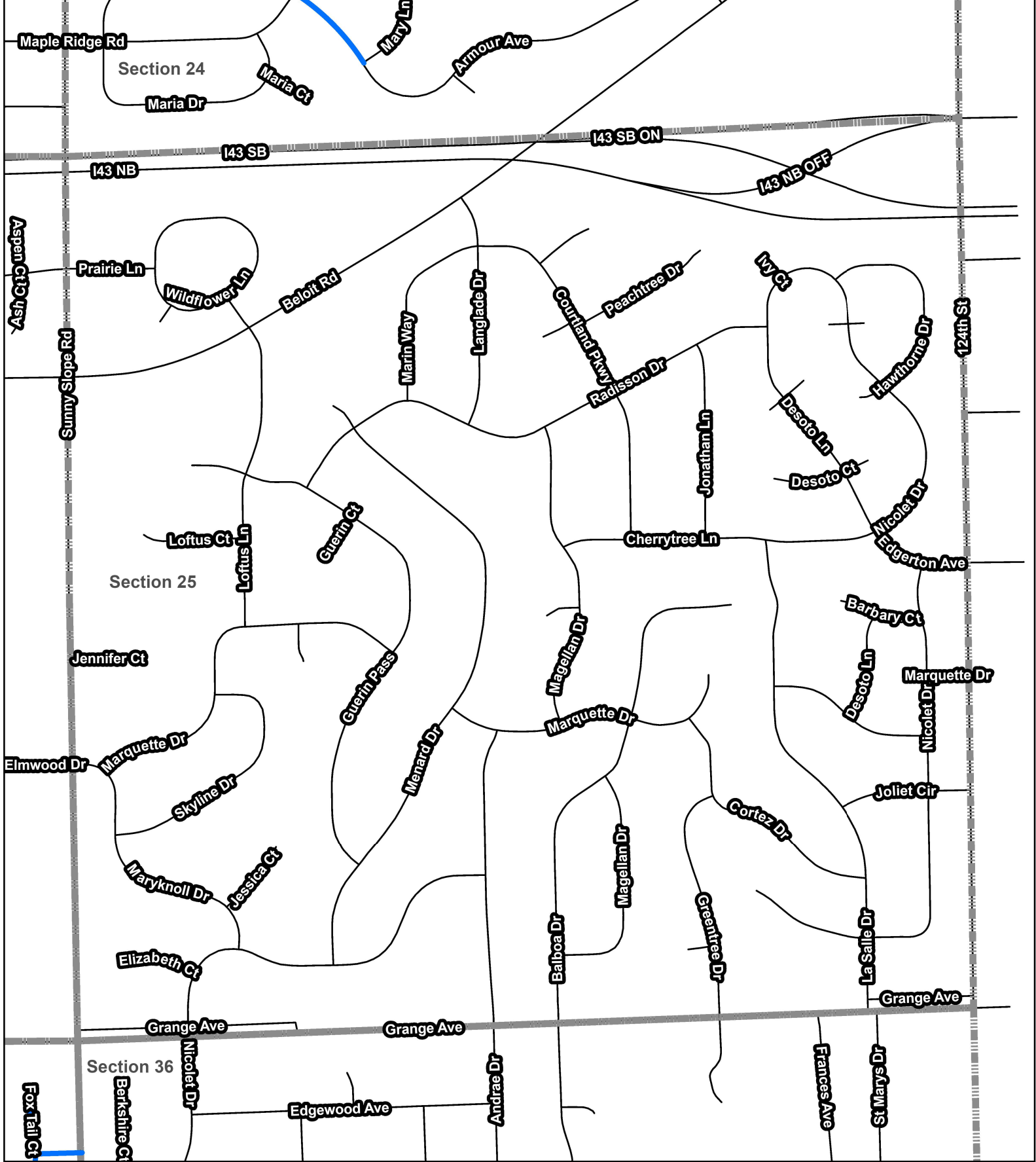
2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 24



Legend

- 2026 Base Bid
-  Section



2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

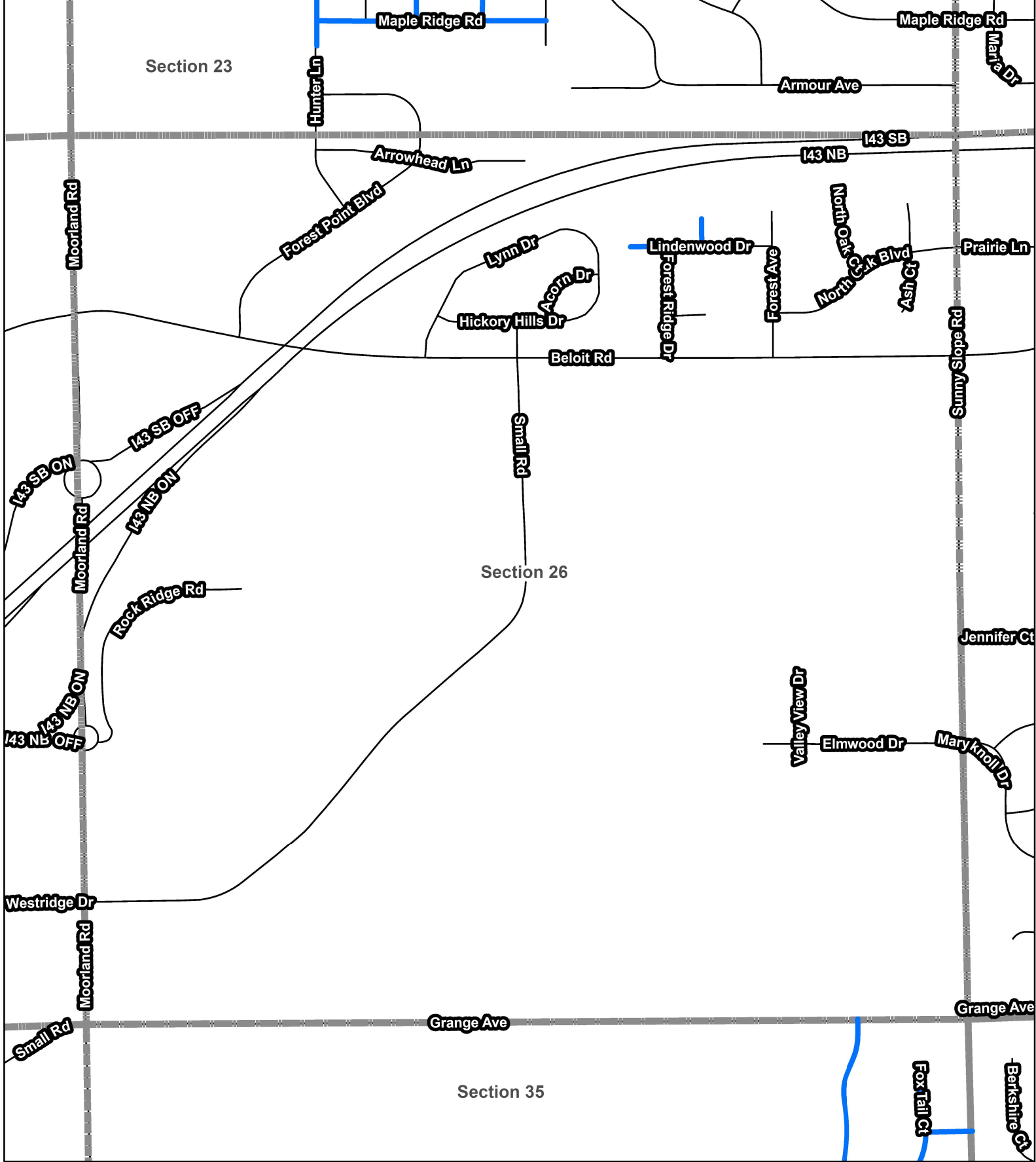
Section 25



Legend

- 2026 Base Bid
- Section

P:\DCDP\Project\RD\RD-24-02_2024 Roadway Maintenance\GIS\2024 Roadway Maintenance Overview.mxd

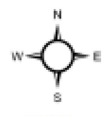


2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 26



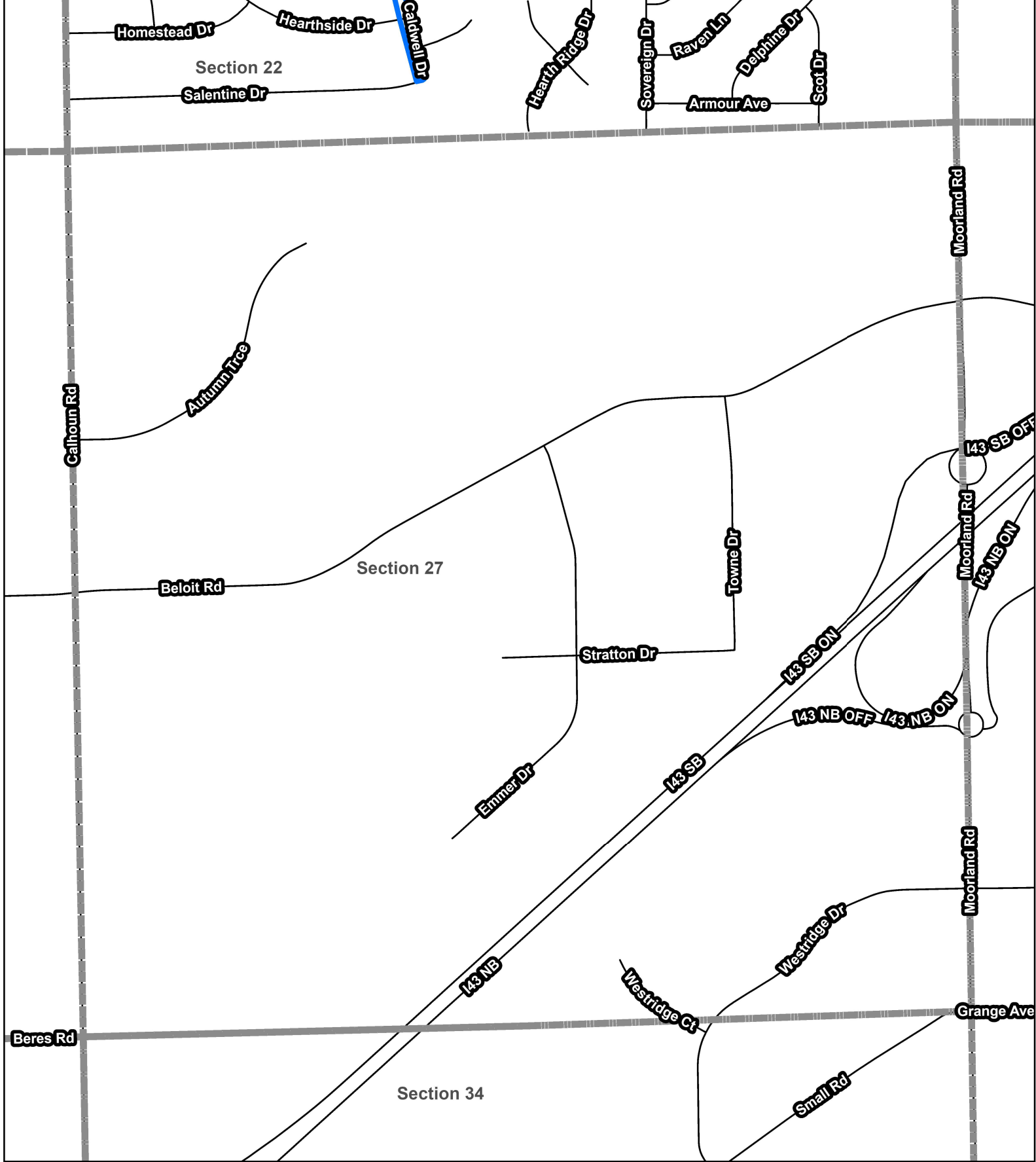
Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

- 2026 Base Bid
- Section

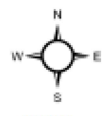


2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 27



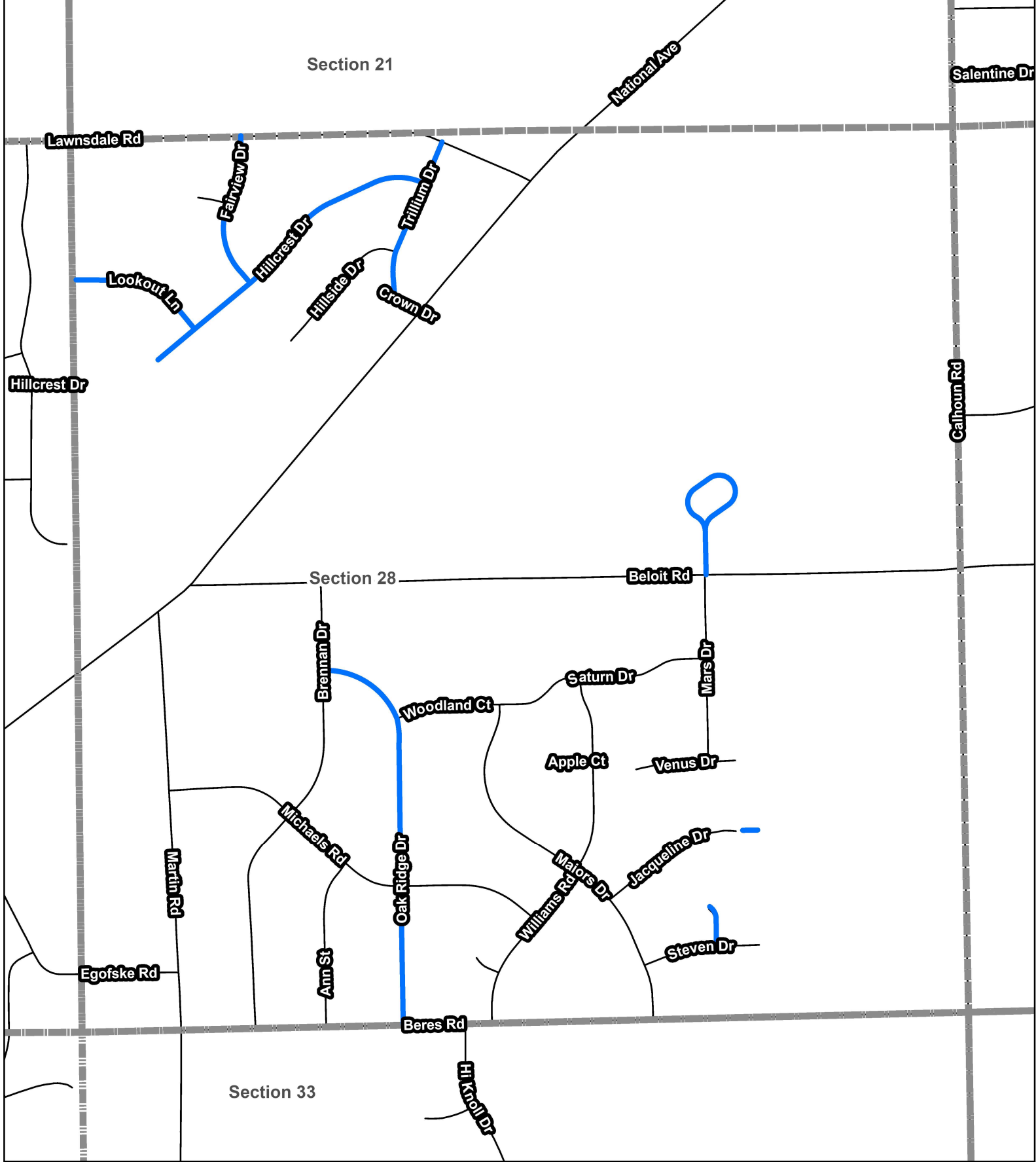
Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

- 2026 Base Bid
- Section




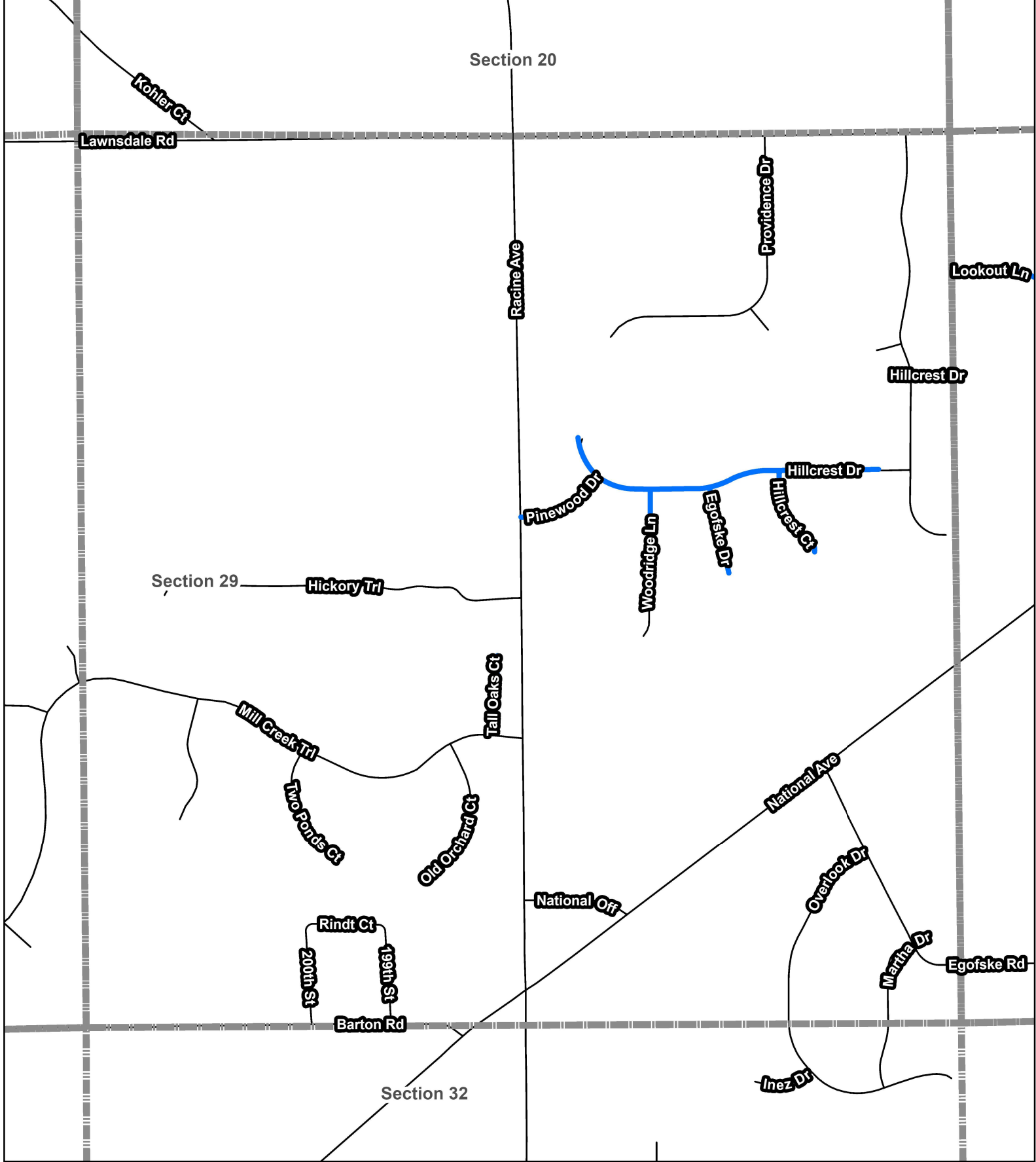
2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 28



Legend

- 2026 Base Bid
-  Section



2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 29




Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org

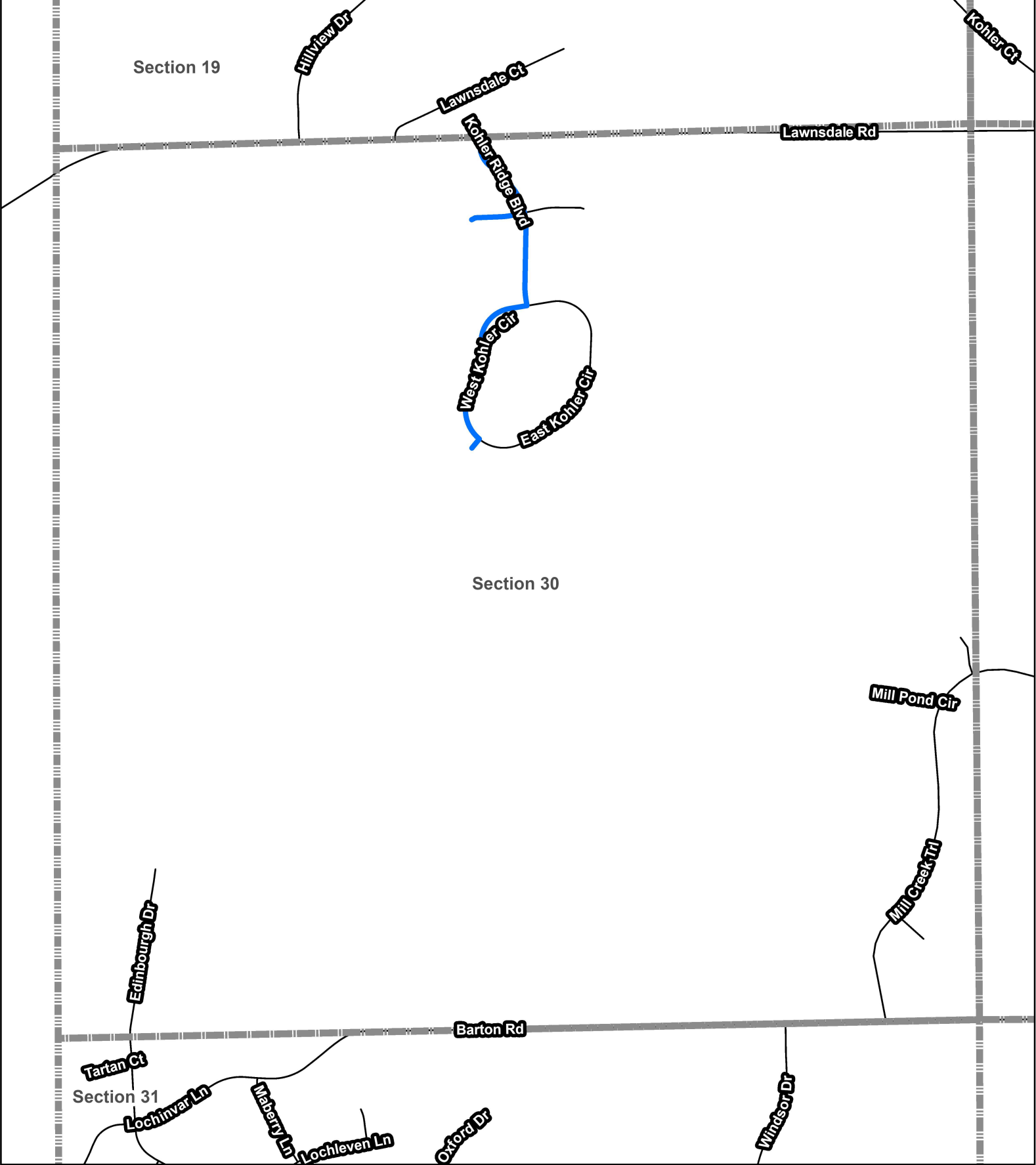


1/4/2024

Legend

 2026 Base Bid

 Section

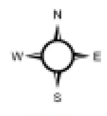


2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 30



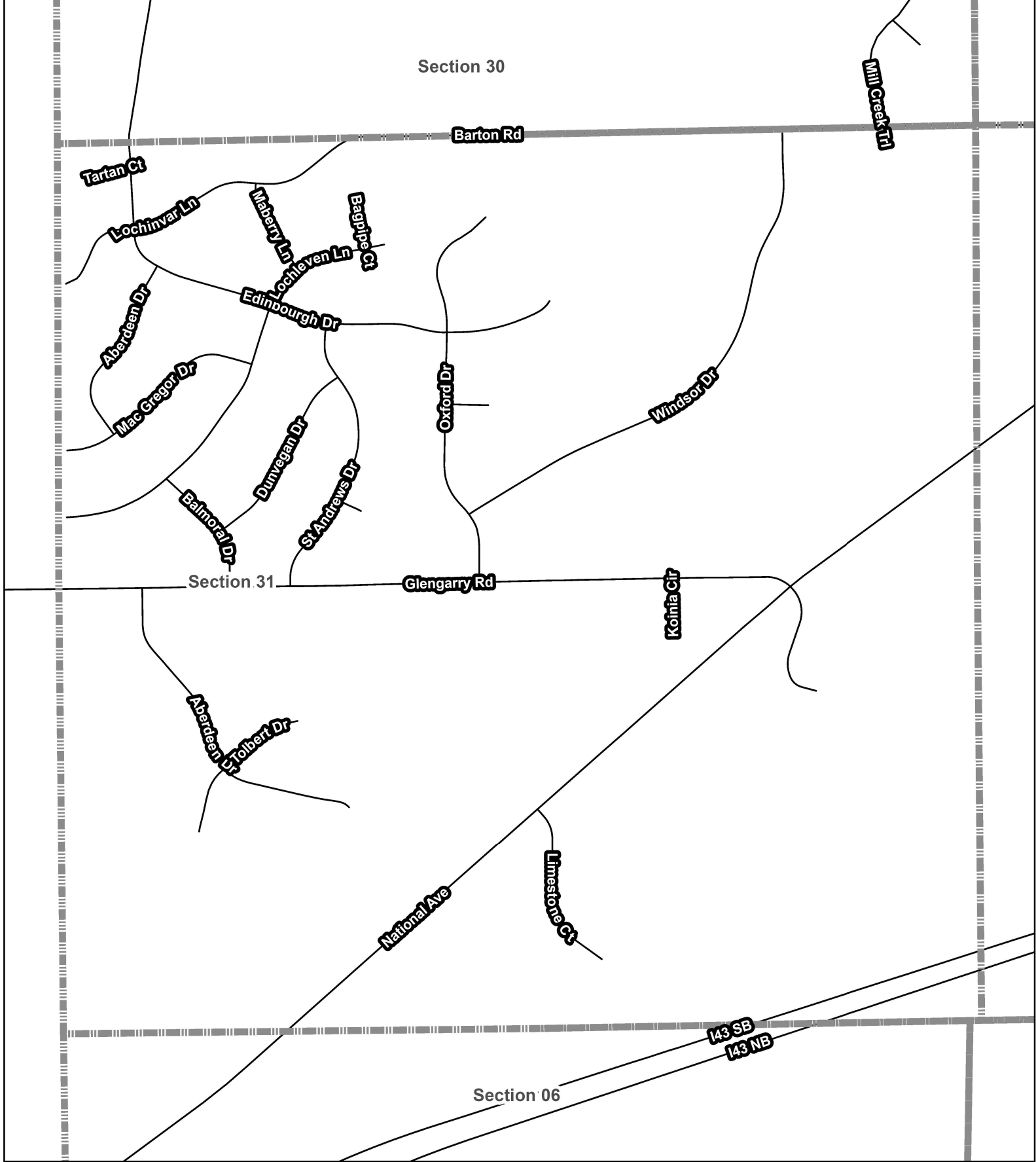
City of New Berlin
 Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

- 2026 Base Bid
- Section



2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 31



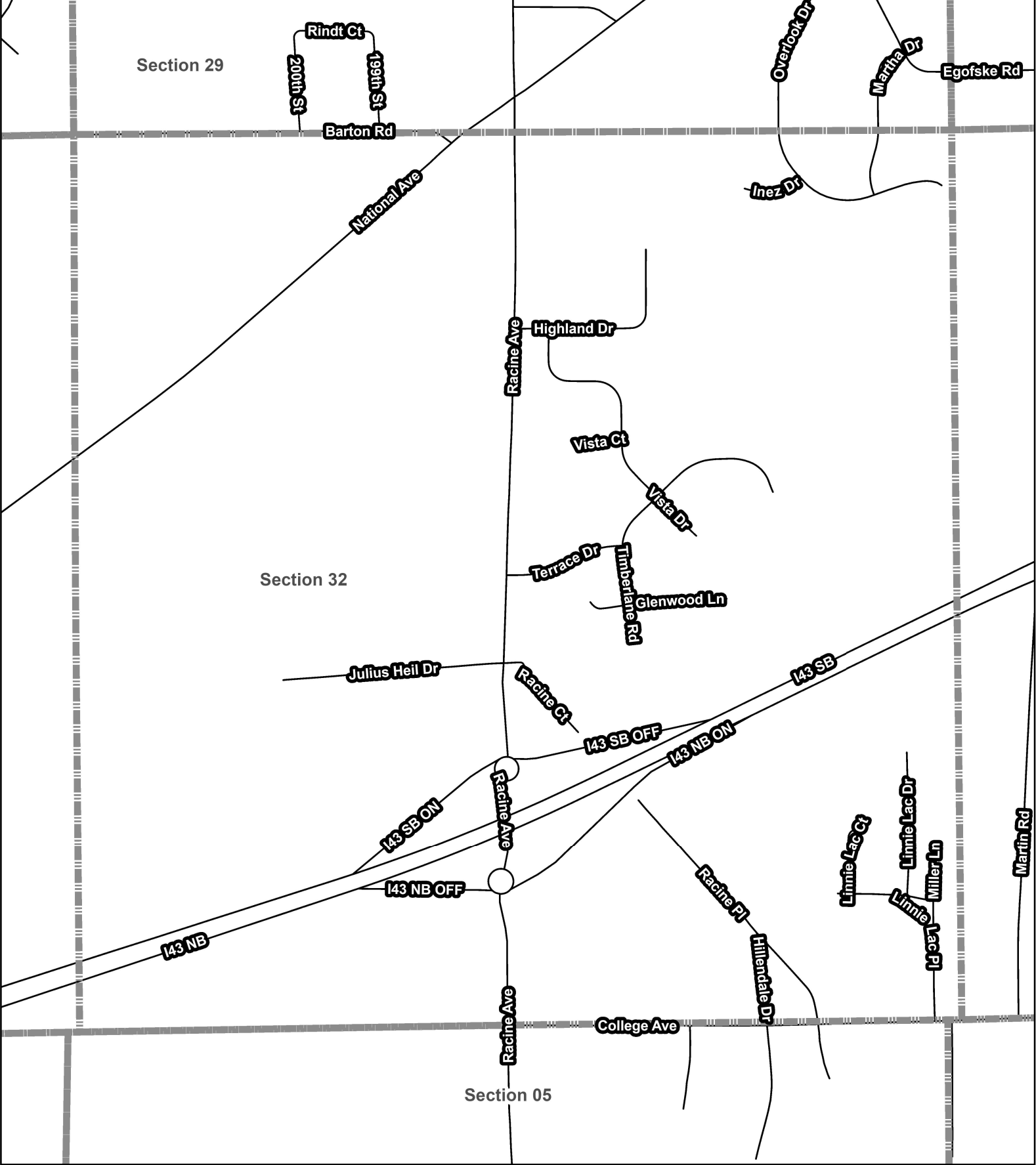
City of New Berlin
 Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



Legend

- 2026 Base Bid
- Section

P:\DCDP\Project\RD\RD-24-02_2024 Roadway Maintenance\GIS\2024 Roadway Maintenance Overview.mxd 1/4/2024

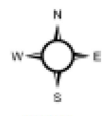


2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 32



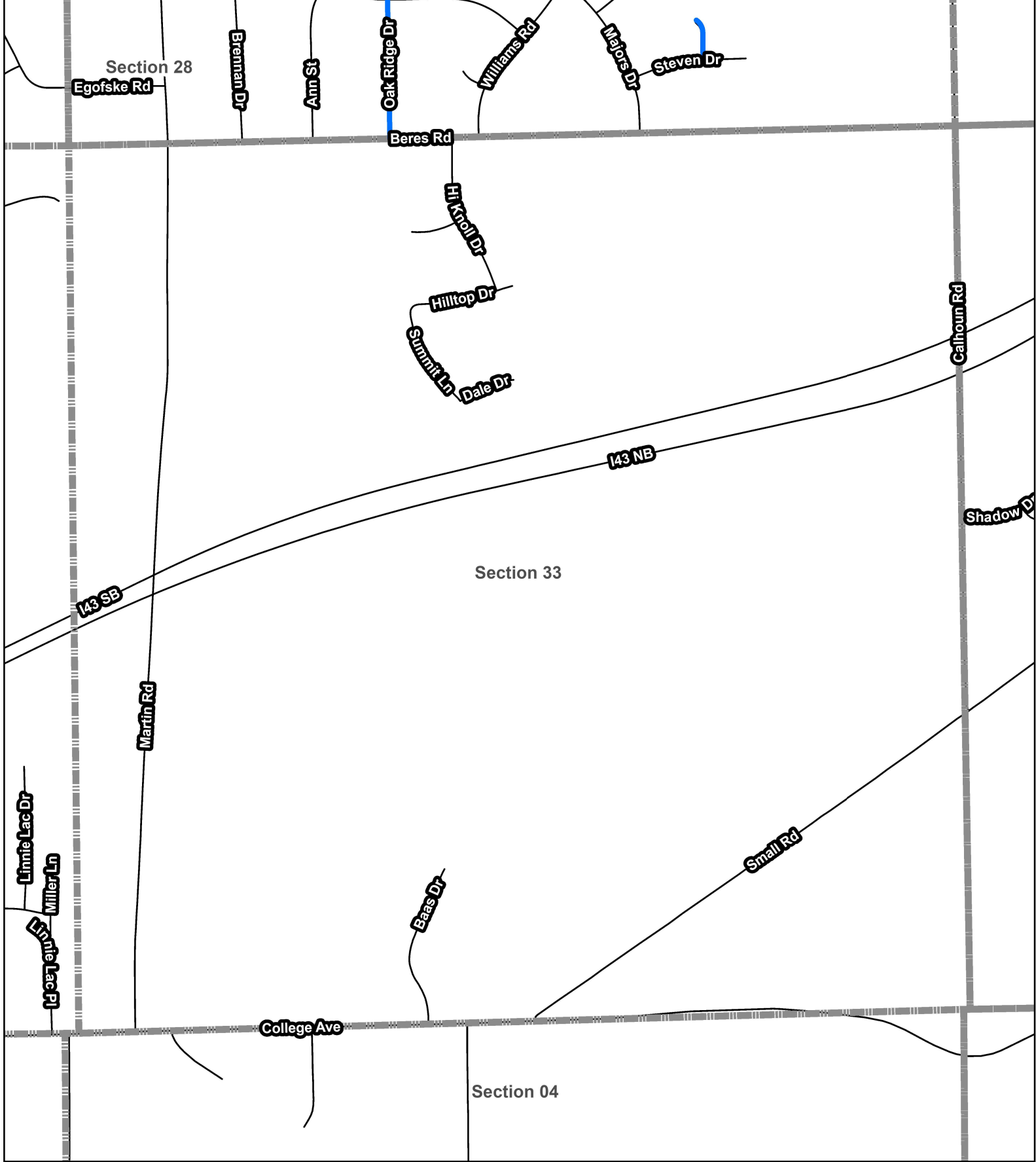
Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

- 2026 Base Bid
- Section

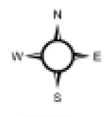


2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 33



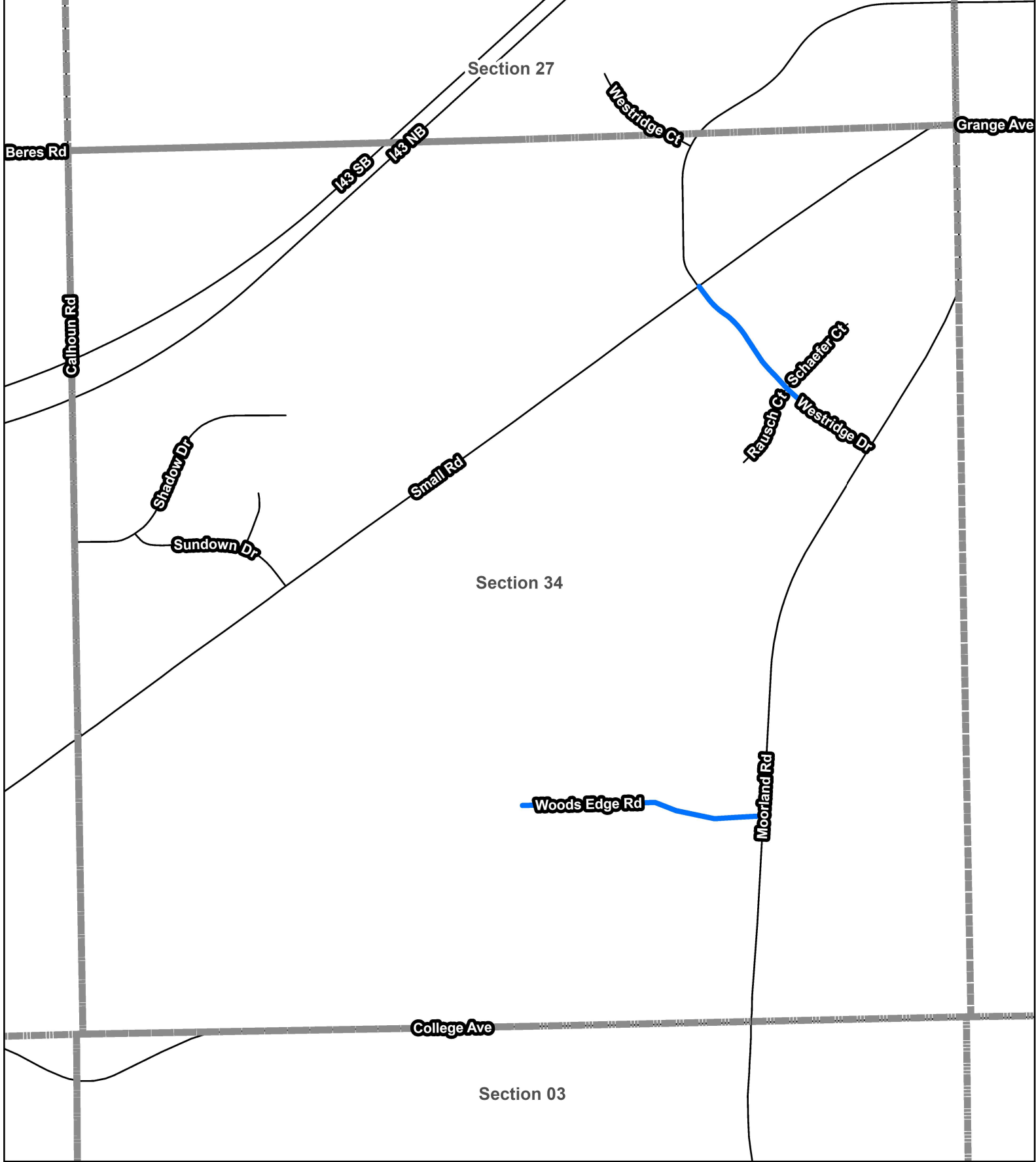
Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

- 2026 Base Bid
- Section



2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 34



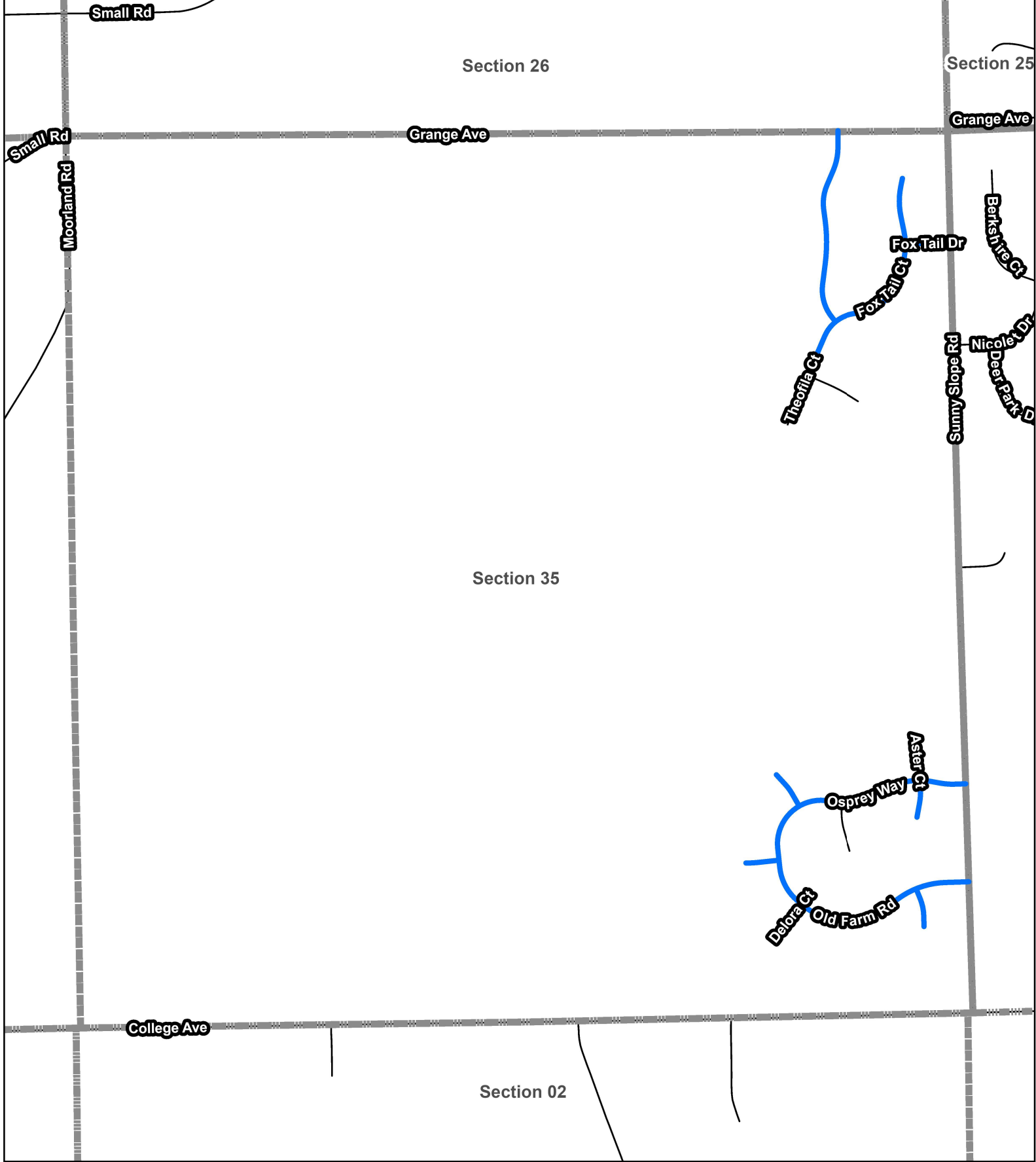
City of New Berlin
 Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

- 2026 Base Bid
- Section



2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 35



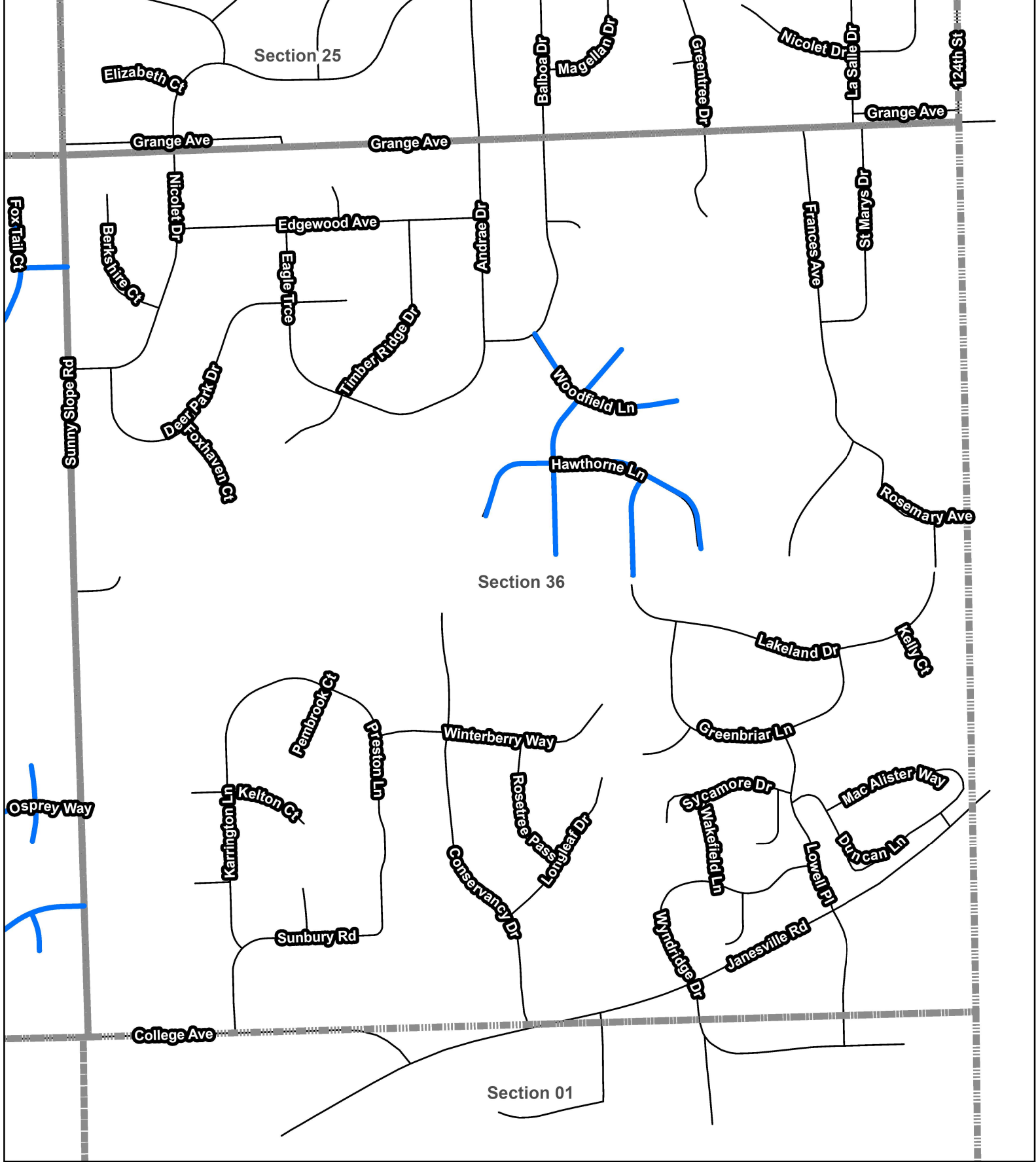
Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

- 2026 Base Bid
- Section

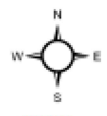


2026 City of New Berlin - Roadway Maintenance Program
 Joint, Crack Cleaning & Sealing Project

Section 36



Department of Community Development
 3805 S Casper Drive, New Berlin WI 53151
 (262) 797-2445 www.newberlin.org



1/4/2024

Legend

- 2026 Base Bid
- Section

March 13, 2026

Ms. Tammy Simonson, P.E.
City Engineer
City of New Berlin
3805 South Casper Drive
New Berlin, WI 53151

Re: RD-26-02 Roadway Maintenance Construction Oversight Proposal

Dear Ms. Simonson:

Ruekert & Mielke, Inc. (R/M) appreciates the City's interest in working with us and we are pleased to submit this proposal for Construction Oversight Services for the 2026 Roadway Maintenance Project (RD-26-02) for the City of New Berlin. Our staff have developed a positive working relationship with your team and have proven success on past projects, similar to this year's project. We are eager and ready to partner with the City again to deliver this project on time and on budget.

PROJECT UNDERSTANDING & APPROACH

There are approximately 34.7 miles of roadway planned for this year's joint, crack cleaning & sealing project in numerous locations across the City. We understand the impact that this project may have on residents in the City and how overwhelming it may feel when the work is occurring in a neighborhood. Crack sealing projects consist of several moving parts that need to be carefully orchestrated and monitored to minimize impacts to residents, traffic, and City infrastructure.

During past projects in the City, we routinely monitored the Contractor's overall schedule and three-day look-ahead schedules to anticipate impacts and issues before they occur. This included discussing and reviewing traffic control plans with the Contractor and having advanced conversations with City staff that kept the project moving and on schedule. This routine communication is important and results in successful project delivery. Our team will work with the Contractor again this year to develop a schedule and monitor progress so that the 2026 project will also be successful.

Our team will monitor the Contractor's operations to make sure that they are meeting the expectations of the City and the Contract documents. This includes review of advanced postings by the Contractor in project areas that gives residents and business owner's notice of work that will be occurring. Based on the schedule the Contractor provides, we will review project areas in advance of the Contractor getting there to make sure signs are posted and identify any potential issues that need to be addressed in advance.

Our team will also monitor active construction operations to make sure the Contractor is properly routing, cleaning, and sealing joints. Any cracks or joints that are not sealed properly will be identified and relayed to the Contractor to make repairs before they are finished. We will also review past project areas to make sure that roadways and driveways are properly swept and clean of debris so that the City does not receive complaints from residents. As the Contractor moves throughout each project area, we will make sure the Contractor has proper rolling traffic control measures or flagging operations for the safety of the workers and the traveling public, in addition to maintaining the integrity of the product being applied.

REPORTING & DOCUMENTATION

Our team will keep up-to-date records of the Contractor's progress by documenting completed roadways as the work progresses. We will also keep a running list of punch list repairs that need to be completed by the Contractor and document those in daily field reports. Additionally, we will create a list of larger repair areas that need attention by the City that could not be crack sealed, as outlined in the Contract documents.

Our on-site construction representative will complete daily field reports with descriptions and pictures of the work performed that day. These reports will be transmitted to City staff by 8:00 A.M. the following morning so that City staff is routinely informed of project progress and updates.

PROJECT MANAGEMENT

We acknowledge that City staff cannot dedicate extensive time to this project and the chosen consultant needs to be autonomous in managing the project to meet the needs of the City. For this reason, Peter Gesch, P.E. will serve as the project manager to help deliver a successful project. As a resident of the City, Peter's routine travel past and through project areas will result in seamless oversight of the on-site construction representative and Contractor operations.

On previous projects, Peter was able to quickly address potential issues, monitor progress, and answer questions by timing his commute to coincide with key project needs.

PROJECT TEAM

As previously mentioned, Peter Gesch, P.E., will serve as project manager again for this year's project. Staffing for the on-site construction representative will depend on the schedule provided by the Contractor for when the work will be performed. We understand that the City desires an individual with at least 5 years of project experience. We have the availability to staff this project to meet those requirements and will assign an individual to this project that will meet and exceed the City's expectations.

With Peter's experience working with the City on this project, he will work with the assigned construction representative to make sure the individual is up to speed on City requirements and will routinely check in with them throughout the project to make sure the City is getting what they deserve.

PROJECT SCHEDULE

We will be ready to meet the project schedule that is proposed by the Contractor and will attend the preconstruction meeting that is scheduled so that all parties are aligned on the project expectations before it begins.

PROFESSIONAL FEES

We have prepared the following not-to-exceed estimate for our professional fees based on our evaluation of the Contract requirements and the most efficient way for this project to be completed.

	Peter Gesch, P.E. (Project Manager)	Lead Site Representative	Total Hours	Total Cost
	\$190	\$132		
2026 Roadway Maintenance Project				
Preconstruction Meeting	2	2	4	\$644
Site Visits, Field Assistance, Resident Communication	12	2	14	\$2,544
Crack Sealing Inspection	0	204	204	\$26,928
Pay Requests, Change Orders, and Project Closeout	4	0	4	\$760
Roadway Maintenance Project Total	18	208	226	\$30,876
NOT-TO-EXCEED PROJECT COST				
	18	208	226	\$30,876

We look forward to partnering with the City on this year's project and appreciate the opportunity to submit this proposal. Should you have any questions regarding anything in this proposal, please do not hesitate to contact me.

Respectfully,

RUEKERT & MIELKE, INC.



Peter W. Gesch, P.E. (WI)
 Municipal Services Team Leader
pgesch@ruekert-mielke.com

PWG:pwg

cc: Anthony Mayer, City of New Berlin
 Ryan T. Amtmann, P.E., Ruekert & Mielke, Inc.

STAFF REPORT EXECUTIVE SUMMARY

APPLICANT: City of New Berlin

PROJECT: 2026 Roadway Rehabilitation and Greenridge Watermain Replacement Project – Roadway Inspection

LOCATIONS: Julius Heil Court, Victor Road, Reservoir Lane, Westridge Drive, Westridge Court, 171st Street, Dakota Street, Parkview Avenue, Euclid Avenue, Ohio Drive, Russel Road, Russel Court, Hickory Road, Hickory Court, Burdick Avenue, Burdick Court, San Mateo neighborhood Curb and Gutter Replacement.

REQUEST: Approval of the Inspection contract for the roadway reconstruction portion of the 2026 Roadway Rehabilitation and Greenridge Watermain Replacement project by CBS Squared, Inc.

D.C.D. RECOMMENDATION: Recommend to the Common Council the awarding of a Professional Services Inspection Contract to *CBS Squared, Inc.* for the Inspection associated with the 2026 Roadway Rehabilitation and Greenridge Watermain Replacement project in an amount of \$98,000.00 for the roadway reconstruction portion of the project from account number 04251100 59040 C2026.

DETAILS IN ATTACHED STAFF REPORT

1. CIP/Roadway Rehabilitation			
a. 2026 Approved Rehab Budget	Acct: 04251100 59040 C2026	Amount:	\$2,000,000.00
2025 Carryover Rehab Budget	Acct: 04251100 59040 C2025	Amount:	\$ 360,000.00
2023 Carryover Rehab Budget	Acct: 04251100 59040 C2023	Amount:	<u>\$ 318,500.00</u>
Total Available Funds			\$2,678,500.00
b.2026 Stark Asphalt Base Bid			\$1,723,195.00
2026 Stark Asphalt Alternate A Bid			\$ 751,877.24
2026 CBS Squared, Inc. Inspection Contract			\$ 98,000.00
Contingency (~4%)			<u>\$ 105,427.76</u>
Total Funds needed			\$2,678,500.00

2. The Professional Services contract will include Construction administration, road staking, inspection and close out.

3. The City has worked with CBS Squared, Inc. on other joint Utility and Engineering related projects to help with contractor coordination and get better unit prices based on larger quantities.

**CITY OF NEW BERLIN
DEPARTMENT OF COMMUNITY DEVELOPMENT
BOARD OF PUBLIC WORKS STAFF REPORT**

Meeting of March 16, 2026

2026 Watermain Replacement Project – Roadway Inspection

DATE STAFF REPORT CREATED: March 13, 2026

APPLICANT: City of New Berlin

REQUEST / DESCRIPTION OF PROJECT:

SELECTED CONTRACTOR: CBS Squared, Inc.

FISCAL IMPACT and SOURCE OF FUNDS:

Inspection Contract	\$ 98,000.00	04251100 59040 C2026
Estimated Construction Cost	\$2,580,500.00	04251100 59040 C2026
		04251100 59040 C2025
		04251100 59040 C2023

D.C.D. RECOMMENDATION: Recommend to the Common Council the awarding of a Professional Services Inspection Contract to *CBS Squared, Inc.* for the Inspection associated with the 2026 Roadway Rehabilitation and Greenridge Watermain Replacement project in an amount of \$98,000.00 for the roadway reconstruction portion of the project from account number 04251100 59040 C2026.

Attachments:

City of New Berlin General Terms and Conditions of Service for Professional Services
Proposal – Project Approach
Location Map

CBS Squared Inc.

Amendment to Agreement for Professional Services

This Amended Agreement No. 1, effective January 15th, 2026 (“Amendment”), to the Agreement for the project Euclid & Russel Ct Water Main Replacement, dated February 11, 2026 between City of New Berlin (Client) and CBS Squared, Inc. (Consultant).

CBS Squared Project ID: NEWBE25001

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Description of Modifications:

New Project Title: *2026 Roadway Rehabilitation and Greenridge Water Main Replacement*

- a. **The project scope increased to include the City of New Berlin 2026 Roadway Rehabilitation work. This work includes the following streets for either repaving, mill & overlay, or curb replacement (work may also include base repair, curb and gutter repair, manhole adjustments, and grading):**
 - i. **Euclid Ave.**
 - ii. **Russel Court**
 - iii. **Ohio Drive**
 - iv. **Julius Heil Dr.**
 - v. **Victor Rd.**
 - vi. **Russel Rd.**
 - vii. **Burdick Ave.**
 - viii. **Hickory Rd.**
 - ix. **Hickory Ct.**
 - x. **Vera Cruz Dr.**
 - xi. **Vera Cruz Ct.**
 - xii. **San Mateo Dr.**
 - xiii. **San Mateo Ct.**
 - xiv. **Reservoir Ln.**
 - xv. **171st St.**
 - xvi. **Dakota St.**
 - xvii. **Parkview Ave.**
 - xviii. **Westridge Ct.**
 - xix. **Westridge Dr.**
 - xx. **Culvert replacement at the intersection of Burdick Ave and Russel Rd**
- b. **The project scope increased to also include the stormwater reconstruction for Ohio Drive. This will include topographic survey of right-of-way from W. Hickory Road to S 124th Street, design of a new storm sewer network,**

stormwater model to determine existing and proposed designs, ditch regrading and restoration, and grading design.

- c. Resident Project Representative (RPR) inspection time for the 2026 Road Rehabilitation project and the work associated with Ohio Drive is included with this contract amendment. There is 320 hours (40 – 8 hour days) for the 2026 Road Rehabilitation work and 120 hours (15 – 8 hour days) for Ohio Drive included. With this being a Time & Material contract, only hours actually spent on site will be billed towards the RPR time.

2. **SEVERABILITY.** If any terms or provisions of the Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the reminder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

3. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

Original agreement amount: \$148,700
Net change for prior amendments: \$0

This amendment amount for Roadway Rehabilitation with City of New Berlin Department of Community Development: \$98,000

This amendment amount for Ohio Drive Stormwater Reconstruction with City of New Berlin Department of Public Works: \$75,000

Adjusted Total Agreement amount: \$321,700

Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is January 15, 2026.

Approved by CBS Squared Inc.

Approved by City of New Berlin

Name: John Beckfield

Name: Lucas Pichler

Title:

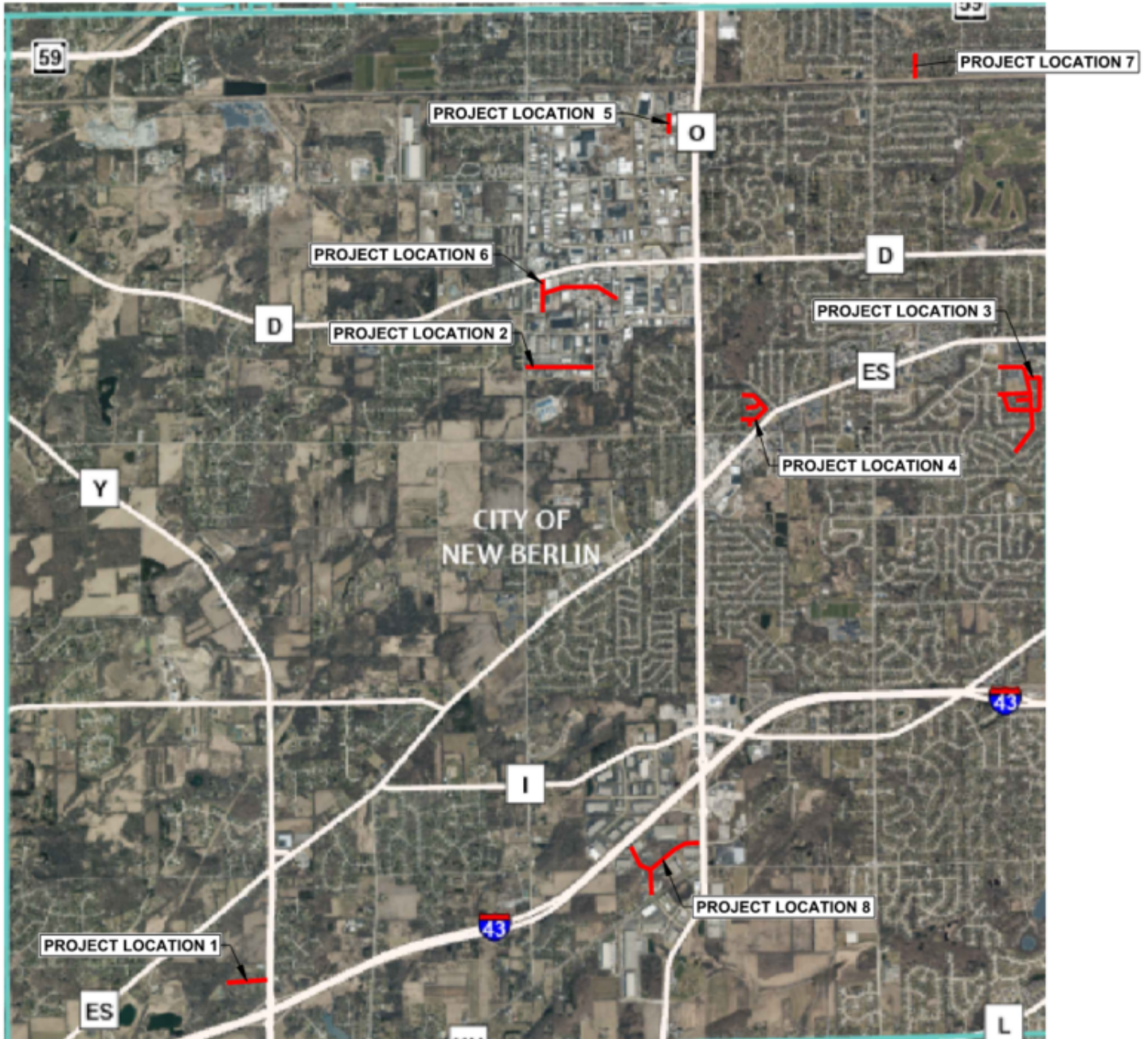
Title:

Name: Tamara Simonson

Title:

Attachments:
LOCATION MAPS
EMPLOYEE RATE TABLE 2026
EXPENSE RATE TABLE 2026

LOCATION MAPS





PROJECT LOCATION 1



PROJECT LOCATION 2



PROJECT LOCATION 5



PROJECT LOCATION 3



PROJECT LOCATION 4



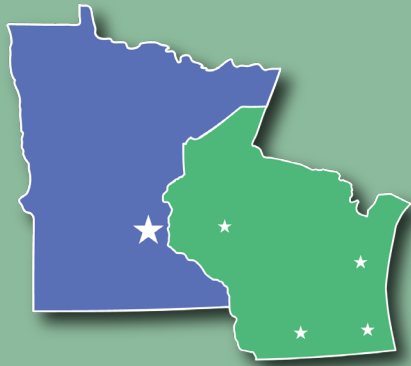
PROJECT LOCATION 6



PROJECT LOCATION 7



PROJECT LOCATION 8



615 First Avenue, NE, Suite 415
Minneapolis, MN 55413



info@cbssquaredinc.com



715.861.5226

EXPENSE RATE TABLE 2026

SCHEDULE OF DIRECT COST ITEMS

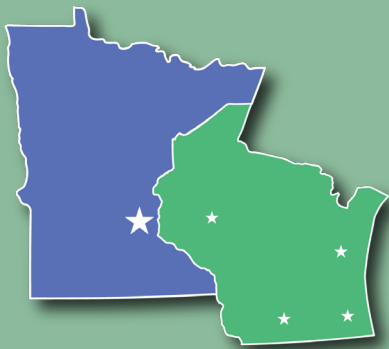
ITEMS	COST
Employee Vehicle Mileage	Current Federal Rate
Company Vehicle Mileage	Current Federal Rate
Overnight per diem (lodging and first day meals)	Current Federal Rate
Overnight per diem (lodging and meals)	Current Federal Rate
Overnight per diem (last day meals)	Current Federal Rate
Breakfast	Current Federal Rate
Lunch	Current Federal Rate
Dinner	Current Federal Rate
GPS Equipment	\$15 per hour
Geodimeter/Total Station equipment	\$15 per hour
Postage/Shipping	Current cost of First-Class Mail Postage
Copies/reproduction	Actual cost of reproduction if done externally
Research and Data Base Reports & access fees	Actual cost
Historic maps, research, aerials, & photographs	Actual cost
Plat Recording fees	Actual cost
ATV rental	\$100 per day
Boat rental	\$100 per day

Note: All rates based on Fiscal Year 2026



EMPLOYEE RATE TABLE 2026

	EMPLOYEE TYPE	RATE
ARCHITECTURE	Senior Architectural Project Manager	\$ 208. ⁰⁰
	Senior Architectural Design Leader	\$ 169. ⁰⁰
	Architectural Designer	\$ 155. ⁰⁰
	Senior Architectural Technician	\$ 132. ⁰⁰
	Architectural Technician	\$ 105. ⁰⁰
CONSTRUCTION	Senior Construction Project Manager	\$ 204. ⁰⁰
	Construction Project Manager	\$ 187. ⁰⁰
	Senior Construction Project Leader	\$ 177. ⁰⁰
	Construction Project Leader	\$ 150. ⁰⁰
	Senior Construction Technician	\$ 167. ⁰⁰
	Construction Engineer	\$ 137. ⁰⁰
	Construction Technician	\$ 116. ⁰⁰
	Field Assistant	\$ 105. ⁰⁰
DESIGN	Senior Design Leader	\$ 194. ⁰⁰
	Design Leader	\$ 172. ⁰⁰
	Senior Design Technician	\$ 137. ⁰⁰
	Design Engineer	\$ 137. ⁰⁰
	Design Technician	\$ 120. ⁰⁰
	Engineering Technician	\$ 116. ⁰⁰
MUNICIPAL	Senior Municipal Project Manager I	\$ 250. ⁰⁰
	Senior GIS Project Manager	\$ 231. ⁰⁰
	Senior Municipal Project Manager II	\$ 204. ⁰⁰
	Municipal Project Manager	\$ 187. ⁰⁰
SURVEY	Senior Survey Project Manager	\$ 245. ⁰⁰
	Senior Professional Land Surveyor	\$ 197. ⁰⁰
	Senior Plat Specialist	\$ 148. ⁰⁰
	Senior Survey Specialist	\$ 149. ⁰⁰
	Professional Land Surveyor	\$ 140. ⁰⁰
	Plat Specialist	\$ 125. ⁰⁰
	Survey Specialist	\$ 125. ⁰⁰
	Survey Technician	\$ 116. ⁰⁰
STRUCTURAL	Senior Structural Project Manager	\$ 250. ⁰⁰
	Structural Project Manager	\$ 190. ⁰⁰
	Structural Design Leader	\$ 179. ⁰⁰
	Structural Design Engineer	\$ 137. ⁰⁰
TRAFFIC	Senior Traffic Project Manager	\$ 243. ⁰⁰
	Traffic Project Manager	\$ 204. ⁰⁰
	Senior Traffic Engineer	\$ 153. ⁰⁰
	Traffic Engineer	\$ 142. ⁰⁰
TRANSPORTATION	Senior Transportation Project Manager	\$ 246. ⁰⁰
	Transportation Project Manager	\$ 194. ⁰⁰
ADMINISTRATION	IT Manager	\$ 187. ⁰⁰
	Senior Administrative Leader	\$ 168. ⁰⁰
	Senior CAD Leader	\$ 165. ⁰⁰
	Administrative Leader	\$ 149. ⁰⁰
	Senior Administrative Specialist	\$ 134. ⁰⁰
	Administrative Specialist	\$ 110. ⁰⁰
	Student Engineer/Intern	\$ 105. ⁰⁰
Meals, Per Diem, Mileage	GSA	



615 First Avenue, NE, Suite 415
Minneapolis, MN 55413



info@cbssquaredinc.com



715.861.5226

Note: All rates based on Fiscal Year 2026



REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament

FROM: Mike Eder, DPW Deputy Director
Dan Hogan, Municipal Projects Coordinator

RE: Requested Action Statement to deny the bid for the Live Fire Training Tower Rehabilitation Project.

DATE: March 24, 2026

REQUESTED ACTION: Deny the base bid along with alternate 1 and 2 for a total of \$847,560 from Level Up Construction for the Live Fire Training Tower Rehabilitation Project based on this being in the best interest of the City.

FISCAL IMPACT: Project budget was \$210,000 and with the one bid received, the project has a projected overage of \$637,560.

SOURCE OF FUNDS: 04251300 61319 C2025

RATIONALE/BACKGROUND: The New Berlin Fire Department can no longer use the current training tower located at 3845 S Casper Dr for live burns due to deferred maintenance. The department continues to utilize the training tower and grounds for non-live fire training. This project consisted of a full rehabilitation of the tower to allow the department to resume live fire exercises.

The City received one qualified bidder on the rehabilitation project after receiving zero bids on the first bid attempt in late summer 2025. The bid received was well over the projected budget and at this time the project will not move forward with the current funding level. The rehab of a 30+ year old facility with a highly unique use is the most likely cause of the low number of bidders and high costs. The project will pause until a viable solution can be discussed and presented at a later date.

BG-2025-3 Live Fire Training Tower
 Bid Results
 March 10, 2026 @ 10:30 AM

BIDDER	BID BOND	Pre Qual	BASE BID	ALT #1	Alt #2	TOTAL	RANKING
Level Up Construction	X	x	\$ 747,720.00	\$ 72,960.00	\$ 26,880.00	\$ 847,560.00	1
Campbell Construction	X	-	-	-	-	-	-
						\$ -	#N/A
						\$ -	#N/A
						\$ -	#N/A

BID FORM
New Berlin Live Fire Training Structure
New Berlin, WI

Company Name:

Level Up Construction, Inc. _____

Contact(s): Tim Scheckel - tscheckel@levelupci.com _____

(Name and E-mail Address)

Addendum(s) Acknowledged: 1 through 1.

Base Bid Amount: State the amount to provide all labor and materials to furnish and install the work described herein, exclusive of sales tax per State law. The lump sum cost below included any allowances, materials and equipment provided by the bidders.

Base Bid Amount: Seven Hundred Forty Seven Thousand Seven Hundred Twenty Dollars
(Amount in Words)

(Repeat in Figures) \$ 747,720.00

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.2 SCHEDULE OF ALTERNATES

A. Alternate No.1 – Alternate bid to provide Calcium Silicate Insulation encased in interlocking, refractory concrete tiles in lieu of Westec Thermal Fire Lining in 1st Floor Room NE 103

- 1. ADD_____.
- 2. Seventy Two Thousand Nine Hundred Sixty Dollars (\$ 72,960.00).

A. Alternate No.2 – Alternate bid to provide asphalt pavement secondary access and restore lawn after grading with topsoil and premium lawn mix: 50% blended bluegrass, 25% creeping red fescue, and 25% perennial rye.

- 3. ADD_____.
- 4. Twenty Six Thousand Eight Hundred Eighty Dollars (\$ 26,880.00).

Statement of Bidder

- 1. I have examined and carefully prepared this bid from the Drawings, Project Manual and other Contract documents and have checked the same in detailed before submitting this proposal.
- 2. I am financially able and have under my jurisdiction, the organization and the personnel to complete the work as shown and specified in strict accordance with the terms of the Contract Documents.
- 3. This bid is based upon, and conforms to all requirements shown on the bid documents prepared by Perspective Design Inc., dated **June 13, 2025** and all addenda acknowledged herein.
- 4. This statement is hereby made a part of the foregoing bid.

SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 10 day of March, 2026.
- B. Submitted By: Level Up Construction, Inc. (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Tim Scheckel (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).
- F. Contact Phone Number: (262)735-4888





REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament

FROM: Katie Roth, Recreation Manager
Eric Snodgrass, Ast. Recreation Manager
Polly Oldenburg, 4th of July Coordinator

RE: Discussion and recommendation to the Common Council for approval of a contract with Chrome Fireworks in the amount of \$40,000 for 4th of July Fireworks.

DATE: 3-13-26

REQUESTED ACTION: Recommend to the Common Council approval of a contract with Chrome Fireworks in the amount of \$40,000 for 4th of July Fireworks.

FISCAL IMPACT: The City has received a donation from Festival Foods in the amount of \$20,000 that will offset the majority of the fireworks expense. Additional funds will be fundraised by the 4th of July commission to offset the expense of this year’s fireworks.

RATIONALE/BACKGROUND: Per the 4th of July Contract Policy, any contract with a face value or aggregate value of \$10,000 or more must be approved by the Common Council. Therefore, the Commission respectfully recommends the Common Council’s approval of this agreement with Chrome Fireworks in the amount of \$40,000. This agreement has been reviewed and approved as to its form by the City Attorney, with the note that the City will need to use a permit for the fireworks.

**CITY OF NEW BERLIN
GENERAL TERMS and CONDITIONS OF SERVICE
4th OF JULY FIREWORKS**

1. Introduction. This document (hereinafter referred to as “Terms and Conditions”) is hereby incorporated and part of the contract between the City of New Berlin (hereinafter referred to as “City”) and the Service Provider identified below (hereinafter referred to as “Service Provider”). These Terms and Conditions, along with the Scope of Services and any attachments thereto, shall constitute the entire contract for material, work and other Services, collectively referred as to the “Services” between the City and the Service Provider. It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned Scope of Services. These Terms and Conditions are solely for the benefit of the City and the Service Provider and are not intended for the benefit of any other party.

2. Proposal. The Service Provider is solely responsible for, and shall have sole control of, construction methods, sequences and coordination of all work described in the Scope of Services, unless expressly stated to the contrary. If no Scope of Services is attached to this agreement, the parties agree that the following description of the services to be provided, as well as the compensation to be provided for those services shall apply: *optional rain date of Sunday, July 5th, 2026.*

Dates on which services are to be provided: *Saturday, July 4th, 2026*

The Services being provided hereunder shall be completed on or before: *Saturday, July 4th, 2026*

The cost of the Services being provided are as follows: *\$40,000*

3. Services and/or Construction Materials. All materials and work shall be furnished in accordance with normal industry standards and practices. Service Provider agrees to provide the services set forth in the Scope of Services in a good and workmanlike manner, in accordance with the professional practices of the profession.

4. Access to the Site. The City shall provide access to the Service Provider to work in and on City property.

5. Storage of Materials. The storage of materials and storage of Contractor’s equipment shall be the responsibility of the Contractor. The City agrees to maintain access for the Contractor at the project site and to keep the project site free from obstructions and conflicting work. The Contractor shall be responsible for obtaining builders risk insurance coverage and in general, for insuring the materials and work being provided hereunder.

6. Insurance. Service Provider shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin, and which have an A.M. Best A rating or better with such limits as the City may establish and require from time to time. Specifically the Service Provider shall carry

general liability coverage with limits of not less than \$5,000,000.00. Service Provider shall furnish a Certificate of Insurance evidencing the types and amounts of coverage. Said coverage shall be on an occurrence basis and the limits identified in the general liability coverage shall be for this project and not the policy as a whole. Service Provider agrees to require that the insurer list the City as an Additional Insured on a primary and noncontributory basis and to provide adequate evidence of said status through a liability insurance endorsement. Service Provider shall further obtain an endorsement from the insurance carrier indicating that any material changes to the policy or any cancellation of the coverage subsequent to the issuance of the Certificate, and until the completion of the services hereunder, shall necessitate that the insurer provide not less than thirty (30) days notice to the City of said fact. Clauses such as that the insurer will endeavor to notify the City are unacceptable and will be rejected.

7. Independent Service Provider. The parties warrant that no employer/employee relationship is established between the Service Provider and the City by virtue of the terms of this contract. It is understood by the parties hereto that the Service Provider is an independent Service Provider and as such, neither it nor its employees if any are employees of the City for purposes of tax, retirement system or social security withholding.

8. Records and Reports. Records relating to the performance of the services under this contract must be retained for seven (7) years after final disposition. However, if any litigation claim or audit has started before the expiration of the seven (7) year period, then records shall be retained for five (5) years after the litigation or audit is resolved. Notwithstanding any other clause written herein, Service Provider understands and agrees that the City is a municipal entity and therefore, is subject to the Open Records Law of the State of Wisconsin. Wisconsin Statute §19.36(3) requires governmental entities to make available for inspection a copy of any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any other documentation pertaining to this agreement, Service Provider shall provide the information as requested and charge no more than the cost to copy said information. The parties agree that upon completion or termination of this contract, all project contract documents or instruments of service, including electronic files of computer-aided record drawings and field inspection reports shall be delivered to and shall become the property of the City. These records, drawings, reports, etc. may be used without restriction by the City for any public purpose and to implement construction and use of the project. Any such use or reuse of these documents outside the scope of the project shall be without compensation or liability to the Service Provider, excepting for errors and omissions associated with the completed project, services and documents performed under this agreement.

9. Advertisements. Service Provider shall not identify the City as a client or customer of the Service Provider, or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

10. Changes. In the event that the parties determine that a modification to the terms of the providing of these Services or services are necessary, said change shall not be effective unless executed by authorized representatives of both parties.

11. Delay. Work shall be completed within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the Contract.

12. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

13. Limitation on Liability. The City's liability to the Service Provider shall not exceed the sums paid by the City to the Service Provider under this contract. In addition, to the extent that the Service Provider seeks indemnification from the City and the City consents to provide such indemnity, that indemnity shall be subject to the limitations set forth herein. No indemnity provided under any contract hereinunder shall be construed to be a waiver or estoppel of the City of New Berlin or its insureds' ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to those set forth in Wisconsin Statute §893.80, §895.52 and §345.05. To the extent indemnification is available and enforceable, the City of New Berlin or its insured shall not be liable in indemnity or contribution for any amount greater than the limits of liability for municipal claims established by Wisconsin law. The City's obligations to indemnify hereunder are further subject to the availability limits of applicable insurance coverage. Under no circumstances shall the City be required to indemnify the Service Provider for its own negligence or intentional conduct.

14. Modification and Assignability. This contract, including all documents incorporated by reference herein, may not be enlarged, modified or altered except upon written agreement signed by both parties. The Service Provider may not subcontract or assign its rights, including rights to compensation, or terms of performance arising hereunder without the prior written consent of the City. Any subcontractor or assignee shall be bound by all of the terms and conditions of the contract, and will be required to enter into a written agreement with the City.

15. Termination of Contract. This contract may be terminated as follows:

- A. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the continuation of the project is not in the best interests of the City. Service Provider shall be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Service Provider be entitled to any penalty for the termination nor shall the Service Provider be entitled to any payment for lost profits.
- B. *Termination for Cause.* If the City determines that the Service Provider has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Service Provider of any such deficiency and in the

event that the Service Provider fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Service Provider will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Service Provider's failure to comply with the terms of the contract. Under no circumstances shall the Service Provider be entitled to any lost profits arising from the contract.

16. Warranty. Contractor warrants and guarantees to City that all materials and equipment and the work to be performed hereunder will be of good quality and free from faults and defects. This warranty shall cover materials for the manufacturer stated warranty period and workmanship for one (1) year from the date of substantial completion or as provided in the Scope of Services attached hereto, whichever is greater.

17. Conflicts. If there is any inconsistency between these Terms and Conditions and the Scope of Services or any attachments thereto, these Terms and Conditions shall apply and will control.

18. Protection of the Project Site. Contractor agrees to post signage and to appropriately guard the area in which the contract work is being performed, and to take all other steps that may be necessary in accordance with requirements of NFPA 1123, OSHA and applicable City of New Berlin ordinances and Wisconsin State statutes and Administrative code and/or other governmental agencies with jurisdiction to ensure that the project site is maintained in a safe manner so as to prevent workers and passersby from entering the project site.

Additionally, the City agrees to erect fencing to assist in the protection of the site from which the fireworks will be launched as depicted on the attached map, Exhibit A so as to prevent unauthorized persons from entering that area. In addition, the City will provide the Service Provider with resources to deal with any person or persons who may trespass into the area where the launching is to occur. The Service Provider further agrees to inspect the launch area as well as the display areas where ash from the fireworks may fall to ensure that any unexploded or partially detonated fireworks are collected and appropriately disposed of, solely at the expense of the Service Provider. The Service Provider further agrees to inspect the display area in the morning following the show to pick up any undetonated or partially detonated shells.

19. Hold Harmless. The Service Provider will defend and hold harmless the City as and against any claims, actions, demands or causes of action brought by a third party for damages or losses arising out of Service Provider's performance of the work under these Terms and Conditions and the attached Scope of Services. Said indemnification shall include the City's actual attorney fees. Notwithstanding the foregoing, the obligation to indemnify shall not exist to the extent of the City's gross negligence or intentional conduct.

20. Indemnity. The City shall not be liable for failure on the part of the Service Provider or any other party performing under this contract in accordance with all applicable laws and regulations. Service Provider waives any and all claims and recourse against the City

including the right of contribution for loss of damage to persons or property arising out of or growing out of or in any way connected with or incident to the performance of this contract, except for liability arising out of the sole negligence of the City or its officers, agents or employees.

21. Working Hours. Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time or on legal holidays must be specifically approved by the City.

22. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and represents the complete understanding of the parties with respect to the subject matter set forth herein, and may only be amended in a subsequent agreement executed by all parties.

23. Ongoing Services. If this is a contract for ongoing services, the parties shall indicate that fact by initially this paragraph in the margin, indicating this paragraph applies. The parties agree that these Terms and Conditions shall be applicable to an ongoing series of Services, which may be entered into and arranged between the parties from time to time during the period of time commencing _____ and concluding on _____, inclusive. A separate proposal and/or description of Scope of Services shall be provided for in each instance where the Service Provider is providing services to the City; however, in all instances of any work being provided by the Service Provider during the aforementioned time period, this set of Terms and Conditions shall apply.

24. COVID-19 Pandemic. The Service Provider acknowledges that in December of 2019 a novel strain of the Coronavirus (now referenced as COVID-19) was detected and has now spread throughout many countries, including the United States. Based upon this, the World Health Organization has declared a Public Health Emergency of international concern; and the United States Department of Health and Human Services has declared a Public Health Emergency. The Service Provider further acknowledges that it is aware of the COVID-19 pandemic and that the existence of said pandemic will not constitute a force majeure or otherwise preclude the Service Provider's ability to perform the terms of this agreement absent the issuance of any Order by a governmental entity with jurisdiction that would preclude such performance.

CITY:
City of New Berlin

SERVICE PROVIDER:
Chrome Fireworks and Displays, LLC.
[Insert Service Provider Name]

By: _____

By: _____

[Print Name & Title]

[Print Name & Title]



PO Box 44186 ☆ Madison, WI ☆ 53744
608.732.4545 ☆ chromefireworks@gmail.com
www.chromefireworks.com

Sponsor

*City of New Berlin
3805 S. Casper Drive
New Berlin, WI 53151*

2026 CONTRACT

This contract entered into this _____ day of _____ 202__, engages the services of Chrome Fireworks & Displays, LLC , hereinafter referred to as "Chrome", to produce and perform a pyrotechnic display on behalf of Sponsor under the following terms:

1. The date of the display will be Sat July 4, 2026 . In case of inclement weather, the display will be rescheduled for Sun 7/5 . Chrome will have complete authority to cancel the display if, in the reasonable opinion of Chrome, the health, safety, and well-being of the pyrotechnicians, spectators or property would be jeopardized by proceeding with the display including inclement weather or imminent threat thereof.
2. The cost of the display will be \$ 40,000 . Upon signing this Contract, Sponsor will pay an initial payment to Chrome in the amount of \$ 10,000 invoiced in January . The remaining balance will be paid within 10 days of the display. A late fee of 1.5% per month shall apply to any unpaid balance remaining beyond a 10-day period. Should a cancellation occur once crew is enroute or onsite, the cost of insurance, labor and any non-reusable items will be billed or deducted from the deposit, minimum 50% of budget amount. If Chrome and Sponsor agree to cancel and event, likely due to display date weather issues, and a nearby reschedule date cannot be obtained, the Sponsor agrees to reimburse Chrome for incurred expenses including insurance at 15% of the budget amount plus any permit fees and other costs incurred by Chrome for the Sponsor's display.
3. Sponsor will procure and furnish a suitable location for the fireworks display with adequate distances from audience, roof tops, flammable materials and other hazards in compliance with NFPA 1123 guidelines - including a minimum spectator set back of at least 600 feet at all points from the largest diameter mortars. Sponsor will secure all police, fire, local and state permits, and shall arrange for all security bonds if required by law for the location of the display. Sponsor will furnish all necessary police, fire and other appropriate protection necessary for proper crowd control and protection, automobile parking, and supervision in clearing of debris after the display. Sponsor will be solely responsible for keeping all unauthorized persons out of the display firing area and behind the safety zone lines.
4. Chrome reserves the right to make substitutions as to the amount, size and description of fireworks as is reasonably necessary to address site, weather, health, supply availability and safety concerns should they arise.
5. **Prior Cancellation:** Should the fireworks display(s) agreed upon in this Contract be cancelled by the Client prior to the fireworks display date, shall result in liquidated damages payable to Chrome Fireworks from the Sponsor for an amount equal to 40% of the Contract price plus any and all other related costs incurred by the Display Operator in resolving matters related to failure of Client to fulfill this Contract, including but not limited court costs, attorney fees, litigation expenses, witness fees/expenses, travel expenses and similar costs), prejudgment interest, post judgment interest, fees, and expenses incurred by the Display Operator.

6. **Bad weather and Shoot Trailers:** In event of worsening weather conditions at the planned showtime, Chrome will need flexibility on shoot times, earlier or later depending on weather conditions. Chrome often provides electronic & shoot trailer shows for utmost performance of the firework show. The downfall of these electronic setups is that they CANNOT be dismantled. The show will need to be fired or secured/ stored until the nearby rain date. It is very hazardous and potentially fatal to our crews to dismantle this type of display. Chrome needs flexibility of the Sponsor to shoot the show or adequately secure the setup until the rain date.

7. **Setup:** Chrome will provide qualified pyrotechnicians who will deliver, set-up, execute, dismantle and cleanup the pyrotechnic display. In some cases, the crew shall arrive the night prior to the event to begin setup.

8. **Clean Up & Searches:** The pyrotechnicians shall conduct an after-display search of the grounds in an effort to locate and dispose of any unexploded fireworks. The search shall be reasonably dictated by such elements including, but not limited to terrain, ground cover, weather conditions and time of completion of display. Chrome pyrotechnicians will provide reasonable cleanup for the site immediately following the display. All equipment, firework packaging, and larger debris will be removed to the best of the crew's ability before leaving the display area. Sponsor shall provide a nearby dumpster or other adequate space for boxes, spent cakes and refuse after the display.

After our cleanup pieces of paper, cardboard, multi-shot cake inserts and fuse casing will remain but should disappear with weather, time and/or lawn mowing.

9. Chrome will conduct a reasonable search of the display area before departure, in an attempt to locate any damages or unexploded shells. Sponsor acknowledges that an early morning search of the area is of utmost importance, or as soon as reasonably possible following the display. This search is to locate anything abnormal including site damage or unexploded fireworks that might not have been spotted by Chrome in the night. In the event that Sponsor discovers any unexploded fireworks, Sponsor will immediately contact Chrome and Chrome shall be responsible for removing said fireworks as soon as possible after receipt of such notice. **Please notify Jim Krueger via cell phone 608-732-4545. If you have a cell # for your crew lead they may be notified in addition.**

10. \$5,000,000 Insurance: Unless otherwise agreed, Chrome shall provide General Liability and Property Damage Insurance for the fireworks display in the amount of \$5,000,000 naming the Sponsor as an additional insured party. The current industry standard is \$1,000,000 of such coverage. A certificate evidencing liability insurance shall be provided to Sponsor before the display. Sponsor will notify Chrome of any additional insureds prior to issuing the insurance certificate.

The additional insured coverage shall be written on a primary and noncontributory basis and include a waiver of subrogation. The sponsor and landowner along with other entities and individuals listed on the certificate of insurance shall be deemed an additional insured per this contract. No additional written agreement is needed for endorsement.

Chrome is also covered with \$5,000,000 of MCS-90 Transportation insurance which is compliant with Dept. of Transportation interstate regulations.

The pyrotechnicians on site are covered with a \$500,000 Workers Comp insurance policy, proof of all insurances are readily available by request.

11. Chrome shall take all steps reasonably anticipated to safeguard spectators and Sponsor's property. Should any losses occur which Sponsor believes are the result of Chrome's firework display, Sponsor will immediately notify Chrome of the nature of the loss and the date on which the loss occurred. Said notice shall be in writing and provide as much detail as possible regarding the extent of the loss (including clear pictures) as this process will be required by the insurance adjustors.

12. In the event of fire, accident, flood, act of God or other causes beyond the control of Chrome which prevents Chrome from performing under this contract, other than inclement weather, both parties agree to terminate this contract and all performance requirements and damages resulting therefrom.

13. The Sponsor will pay to Chrome pay all costs (including but not limited to court costs, attorney fees, litigation expenses, witness fees/expenses, travel expenses and similar costs), prejudgment interest, post judgment interest, fees, expenses, and all damages incurred by the Chrome through enforcing this contract.

14. The Sponsor agrees to indemnify, hold harmless and defend Display Operator and employees from any and all claims brought against the Display Operator for any and all accidents, incidents or allegations not directly related to the Display Operator's agreed upon contractual duties and obligations, aka: any other liabilities arising from sponsor's event.

Chrome will provide the General Liability insurance certificate to Sponsor for the purpose of insuring Chrome's risk in performing contracted duties involving the fireworks display. However, Chrome will be indemnified and held harmless for the remainder of the Sponsor's event or issues arising as result of the event. This includes but is not limited to the event's activities, other contractors, vendors, traffic issues, and members of general public, audience and/or any other matters beyond the direct control, scope, and duty of Chrome's contract.

15. This Contract will be construed by laws of the state of Wisconsin. If any provision of this agreement is deemed unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

16. This Contract constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, understanding, negotiations and discussions, either oral or executed in writing by the parties to be bound thereby. Chrome reserves the right to transfer the contract at which time the duties and liability would also be transferred in entirety, indemnifying and holding harmless Chrome. The waiver of any provisions of this Contract will not constitute a waiver of any other provision of this contract.

17. The party signing this document on behalf of Sponsor warrants and represents that (s)he is solely authorized to enter into this agreement on behalf of the Sponsor.

ADDITIONAL PROVISIONS:

X _____
Sponsor – signature

X _____
Print name and title

CHROME FIREWORKS AND DISPLAYS, LLC:



James Krueger - owner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2026

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

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

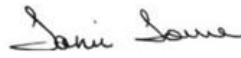
PRODUCER Ryder-Rosacker-McCue & Huston 509 W Koenig St Grand Island NE 68801	CONTACT NAME: PHONE (A/C, No, Ext): 8006584200		FAX (A/C, No): 308-382-7109
	E-MAIL ADDRESS: mmiller@ryderinsurance.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : HADRON SPECIALTY INS CO			17534
INSURER B : ACCELERATION NATL INS CO			35742
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 208589158 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	H0320PK000050-00	10/25/2025	10/25/2026	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			N0114AU000022-00	10/25/2025	10/25/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			H0320XS000014-00	10/25/2025	10/25/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	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/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per form CG 24 04 when required by written agreement.
 Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per form SCGL 320 when required by written agreement.
 Certificate Holder is added as Additional Insured Where Required by Written Contract.
 Display Location: in space within city recycling center, NW of the New Berlin City Hall, 3711 S Casper Dr, New Berlin, WI 53151
 Display Date: Sat July 4, 2026 Rain Date: July 5, 2026

CERTIFICATE HOLDER City of New Berlin- 4th 3805 S Casper Dr. New Berlin WI 53151 USA	CANCELLATION 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 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.