



Board of Public Works Meeting Agenda

June 15, 2026 - 4:30 PM
Council Chambers
3805 S. Casper Dr.

Published: June 12, 2026

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.

2. CALL TO ORDER

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

4. APPROVAL OF MINUTES

A. 05/18/2026 Meeting Minutes

5. OLD BUSINESS

6. NEW BUSINESS

A. ITEM 04-26

Discussion and possible recommendation to the Common Council to approve a Construction Contract for the 2026 Parking Lot Seal Coat Project.

B. ITEM 07-26

Discussion and possible recommendation to the Common Council to approve a Professional Services Agreement for the Real Estate Acquisition for the STH 59/Greenfield Avenue Rehabilitation Project.

7. UPDATES

A. 2026 Roadway Rehabilitation

B. 2026 Roadway Maintenance

8. ADJOURN

Additional Information

- The agenda packet, including supplemental information related to agenda items, is available online at www.NewBerlinWI.gov. Once finalized by the governing body, approved meeting minutes will also be posted online.
- Agenda items may be taken out of order at the governing body's discretion.
- Members, and possibly a quorum, of other municipal governmental bodies may attend this meeting to gather information. However, no action will be taken by any governmental body other than the one referenced in this notice.

- Accommodations will be provided under the Americans with Disabilities Act (ADA) to meet the needs of individuals with disabilities. If you require assistance or appropriate aids and services, please contact the Office of the City Clerk at (262) 786-8610 with reasonable notice.



Board of Public Works MEETING MINUTES

May 18, 2026 - 4:30 PM
Council Chambers
3805 S. Casper Dr.

MINUTES

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.

No members of the public (or attendees) spoke during this portion of the meeting.

2. CALL TO ORDER

Ald. Horbinski called the meeting to order at 4:33pm.

3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

Assistant Deputy City Clerk Sarah Holtz took the roll call as follows:

Present: Board Member Seidl, Alderperson Horbinski, Alderperson Hopkins

Excused: Mayor Dave Ament, Alderperson Dave Maxey

Staff Present: Assistant Deputy City Clerk Sarah Holtz, DCD Office Assistant Kailyn Jackowick, City Engineer Tammy Simonson

The Assistant Deputy City Clerk confirmed that a quorum was present and that the meeting was properly posted in compliance with open meetings law.

4. APPROVAL OF MINUTES

A. 01/19/2026 Meeting Minutes

MOTION: Motion to Approve

VOTE: Motion by: Board Member Seidl
Second by: Alderperson Hopkins
Motion Passed 3-0

5. OLD BUSINESS

No Items

6. NEW BUSINESS

A.

ITEM 05-26 Discussion and possible recommendation to the Common Council to approve Resolution 2026-07 adopting Waukesha County Ordinance 180-56 "Amendment to Established Street and Highway Width Map of Waukesha County."

MOTION: Motion to Approve

VOTE: Motion by: Board Member Seidl
Second by: Alderperson Hopkins
Motion Passed 3-0

B.

ITEM 06-26 Discussion and possible recommendation to the Common Council to approve work hours for the reconstruction of CTH O (Moorland Road) from CTH D (Cleveland Avenue) to STH 59 (Greenfield Avenue) during the 2027 construction season from 7am to 7pm, Monday through Saturday.

MOTION: Motion to Approve

VOTE: Motion by: Alderperson Hopkins
Second by: Board Member Seidl
Motion Passed 3-0

7. UPDATES

No items

8. ADJOURN

MOTION: Motion to Adjourn at 4:44pm

VOTE: Motion by: Board Member Seidl
Second by: Alderperson Hopkins
Motion Passed 3-0

Respectfully Submitted,
Kailyn Jackowick, DCD Office Assistant

STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT: City of New Berlin

PROJECT: 2026 Parking Lot Seal Coat Project

LOCATION: Library Parking lot & Water Utility Building

REQUEST: Approval of the 2026 Parking Lot Seal Coat Project

D.C.D. RECOMMENDATION: Recommend to the Common Council the awarding of a Construction Contract to the lowest responsive, responsible bidder, American Pavement Solutions, Inc., for the 2026 Parking Lot Seal Coat Project in an amount of \$21,279.00. With contingencies, the not-to-exceed Total Project Costs are \$25,000.00. The Library portion is \$15,000.00 from account 5811000-54030. The Utility portion is \$10,000.00 from accounts 81001134-52030 and 91004932-52030.

1. Parking Lot Seal Coating & Pavement Marking

- a. The parking lot seal coat project is necessary to promote longevity of the (2) parking lots. Both lots will have cracks cleaned, routed, and filled to prevent further cracking. Once the cracks are addressed, a new seal coat will be applied along w/ updated pavement markings. The completion of this work will result in further longevity of the asphalt parking lots and increased safety with the new pavement markings.
 - b. 2026 Approved Budget (Library): \$15,000.00
 - c. 2026 Approved Budget (Water Utility Building): \$10,000.00
2. On April 8, 2026, the City of New Berlin received five (4) Bids from contractors for the 2026 Parking Lot Seal Coat Project. The apparent low Bidder is *American Pavement Solutions, Inc. of Green Bay, WI*.
 3. Work is anticipated to be completed by September 15, 2026.
 4. The Contractor will provide advanced notification a minimum of 48 hours prior to any work on any of the (2) parking lots.

DETAILS IN ATTACHED STAFF REPORT

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

Meeting of June 15, 2026

City of New Berlin 2026 Parking Lot Seal Coat Project

DATE STAFF REPORT CREATED: June 11, 2026

APPLICANT: City of New Berlin

REQUEST / DESCRIPTION OF PROJECT: The project involves cleaning, routing, crack filling, seal coating and pavement markings for the library and water utility parking lots. The total SF for both lots combined is 89,000 SF. The work is to be completed by end of September 2026.

BIDS RECEIVED: 4 Bids - A summary of the Bid results is attached.

SELECTED CONTRACTOR: American Pavement Solutions, Inc.

FISCAL IMPACT:

Base Bid	\$ 21,279.00
Contingencies (≈15%)	\$ 3,721.00
Total Project Costs	\$ 25,000.00

SOURCE OF FUNDS

Water Utility Building:

2026 Parking Lot Seal Coat Project Account: 81001134-52030 Available Funds: \$6,000.00

2026 Parking Lot Seal Coat Project Account: 91004932-52030 Available Funds: \$4,000.00

Library:

2026 Parking Lot Seal Coat Project Account: 5811000-54030 Available Funds: \$15,000.00

D.C.D. RECOMMENDATION: Recommend to the Common Council the awarding of a Construction Contract to the lowest responsive, responsible bidder, American Pavement Solutions, Inc., for the 2026 Parking Lot Seal Coat Project in an amount of \$21,279.00. With contingencies, the not-to-exceed Total Project Costs are \$25,000.00. The Library portion is \$15,000.00 from account 5811000-54030. The Utility portion is \$10,000.00 from accounts 81001134-52030 and 91004932-52030.

Attachments:

Bid Results

Contract

RD-26-03 2026 Parking Lot Seal Coat Project

Base Bid				Mojano Inc.		Fahner Asphalt		American Pavement Solutions, Inc.		Poblocki Paving		Engineer's	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Crack Cleaning, Routing, Crack Filling	89,000	SF	\$ 0.055	\$ 4,895.00	\$ 0.10	\$ 8,900.00	\$ 0.04	\$ 3,485.00	\$ 0.05	\$ 4,450.00		\$ -
2	Seal Coating	89,000	SF	\$ 0.190	\$ 16,910.00	\$ 0.26	\$ 23,140.00	\$ 0.17	\$ 15,475.00	\$ 0.11	\$ 9,790.00		\$ -
3	Pavement Marking, Paint, 4-inch, Yellow – Lines	2,160	LF	\$ 0.600	\$ 1,296.00	\$ 0.60	\$ 1,296.00	\$ 0.32	\$ 691.20	\$ 1.00	\$ 2,160.00		\$ -
4	Pavement Marking, Paint, 4-inch, Yellow – Hatch	1,726	SF	\$ 0.200	\$ 345.20	\$ 0.60	\$ 1,035.60	\$ 0.32	\$ 552.32	\$ 2.00	\$ 3,452.00		\$ -
5	Pavement Marking, Paint, 24-inch, White – Crosswalk (6'x22')	132	SF	\$ 0.400	\$ 52.80	\$ 1.80	\$ 237.60	\$ 1.25	\$ 165.00	\$ 6.00	\$ 792.00		\$ -
6	Pavement Marking, Paint, 4-inch, Yellow – Handicap Symbols	7	EA	\$ 20.000	\$ 140.00	\$ 50.00	\$ 350.00	\$ 17.00	\$ 119.00	\$ 75.00	\$ 525.00		\$ -
7	Pavement Marking, Paint, 4-inch, Blue – Symbol A (12'x3')	2	EA	\$ 50.000	\$ 100.00	\$ 75.00	\$ 150.00	\$ 55.00	\$ 110.00	\$ 100.00	\$ 200.00		\$ -
8	Pavement Marking, Paint, 4-inch, Blue – Symbol B (10'x10')	2	EA	\$ 50.000	\$ 100.00	\$ 75.00	\$ 150.00	\$ 42.00	\$ 84.00	\$ 175.00	\$ 350.00		\$ -
9	Pavement Marking, Paint, 4-inch, Blue – Symbol C (7'x11')	2	EA	\$ 25.000	\$ 50.00	\$ 75.00	\$ 150.00	\$ 65.00	\$ 130.00	\$ 150.00	\$ 300.00		\$ -
10	Pavement Marking, Paint, Blue – Symbol D (12'x12')	1	EA	\$ 100.000	\$ 100.00	\$ 160.00	\$ 160.00	\$ 467.48	\$ 467.48	\$ 200.00	\$ 200.00		\$ -
				Total	\$ 23,989.00	Total	\$ 35,569.20	Total	\$ 21,279.00	Total	\$ 22,219.00	Total	\$ -

hard keyed in (formula did not match # from contractor bid form)

RD-26-03 2026 Parking Lot Seal Coat Project
 Bid Results
 April 8, 2026 @ 10:00 A.M.

BIDDER	BID BOND	PRE-QUAL STATEMENT	BASE BID	RANKING
Mojano Inc.	0		\$ 23,989.00	3
Fahner Asphalt	0		\$ 35,569.20	4
American Pavement Solutions, Inc.	0		\$ 21,279.00	1
Poblocki Paving	0		\$ 22,219.00	2
Engineer's Estimate			\$ -	

2026 PARKING LOT SEAL COAT
PROJECT

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

RD-26-03

CITY OF NEW BERLIN

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

TABLE OF CONTENTS FOR 2026 PARKING LOT SEAL COAT PROJECT

ADVERTISEMENT FOR BIDS	AD-1 → AD-2
SUBCONTRACTOR LIST	SL-1
BIDDER'S QUALIFICATION STATEMENT	QS-1 → QS-11
SPECIFICATIONS	SP-1 → SP-5
PROPOSAL FORM	P-1 → P-3
CONTRACT	C-1 → C-7
BID BOND	BB-1
PERFORMANCE BOND	PB-1 → PB-3
PAYMENT BOND	PA-1 → PA-3
APPENDIX A - PROJECT DRAWINGS	PD-1 → PD-7

**ADVERTISEMENT FOR BIDS
CITY OF NEW BERLIN PARKING LOT SEAL COAT PROJECT**

BID OPENING: City of New Berlin (Owner) hereby gives notice that bids will be received by the City Clerk, City Hall, 3805 S Casper Dr, New Berlin, WI 53151, until 10:00 A.M., local time, on Wednesday, April 8th, 2026. The base bid consists of crack cleaning, routing, crack filling, seal coating, and pavement marking at the New Berlin Public Library & Water Utility Building. 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 #10101626 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 Bob Skaggs at 262-797-2467 if you have any questions.

LEGAL PROVISIONS: The Contract letting shall be subject to the provisions of Sections 62.15, 66.29, 66.293, and 779.15 of the Wisconsin Statutes. Per Section 16.856 of the Wisconsin State Statutes the Prevailing Wage Rate does not apply 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 Performance and Payment 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 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 consists of furnishing all labor, equipment, and materials necessary to perform the work as called out in the scope of work included herein. The work consists of the following: crack cleaning, routing, crack filling, seal coating, and pavement marking for the entire parking lot & driveway areas of the New Berlin Public Library and the Water Utility Building. The work is set to start on or about June 15th, 2026 and be completed by September 15, 2026. Approximate quantities of work are estimated as follows:

Crack Cleaning, Routing, Crack Filling	89,000	SF
Seal Coating	89,000	SF
Pavement Marking, Paint, 4-inch, Yellow – Lines	2,160	LF
Pavement Marking, Paint, 4-inch, Yellow – Hatch	1,726	SF
Pavement Marking, Paint, 24-inch, White – Crosswalk (6'x22')	132	SF
Pavement Marking, Paint, 4-inch, Yellow – Handicap Symbols	7	EA
Pavement Marking, Paint, 4-inch, Blue – Symbol A (12'x3')	2	EA
Pavement Marking, Paint, 4-inch, Blue – Symbol B (10'x10')	2	EA
Pavement Marking, Paint, 4-inch, Blue – Symbol C (7'x11')	2	EA
Pavement Marking, Paint, Blue – Symbol D (12'x12')	1	EA

Published by authority of the City of New Berlin, Engineering Services, a division of the Department of Community Development, Anthony Mayer, Asst. 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, March 25, 2026
Wednesday, April 1, 2026

The following Subcontractors will be utilized for portions of the Project Work (only list those > \$1,000). Changes shall not be made subsequent to the Bid unless the change(s) is approved by the City.

SL-1

BIDDER'S QUALIFICATION STATEMENT - CONFIDENTIAL

Submitted to: **City of New Berlin**

Date: 4-7-2026

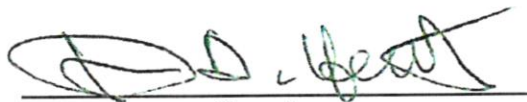
RE: SUBMISSION OF PREQUALIFICATION FORMS FOR THE YEAR

Gentlemen & Ladies:

Submitted herewith please find our statement for your consideration in determining whether our firm is qualified and capable to bid, perform and furnish the necessary labor, materials and skill on the basis of our work record, experience, equipment and staff as required to enter upon and complete those various types of projects indicated below as may be awarded by the municipality during the current year.

It is understood that the determination and decisions of the Municipality with regard to qualifications shall be final, and further, that the information herein **will** be considered confidential. A finding of "Qualified" for one project does not bind the Municipality on other projects, and that the Municipality expressly reserves the right to review and reserve its findings on later projects.

Sincerely,



Signature

Timothy Helstad
Printed Name

PRE-QUALIFICATION STATEMENT- CONFIDENTIAL DATA

TO: CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN

There is submitted herewith for your consideration, pursuant to Section 66.29, Wisconsin Statutes, a Statement of Qualifications of the undersigned to furnish the necessary labor, materials, equipment and skills required to enter upon the complete public works contract to be let by the Municipality through its several departments.

IDENTIFICATION

Official Firm Name American Pavement Solutions, Inc.

Mailing Address: PO Box 13007, Green Bay WI 54307-3007

Telephone No. (920) 662-9662

Fax No. (920) 662-9655

Number of Years in Business under Present Firm Name: 46

Classification of Work for Which Your Firm is seeking Qualification:

Concrete and Asphalt Restoration and Maintenance

CITY OF NEW BERLIN
PRE-QUALIFICATION STATEMENT
IDENTIFICATION SECTION

Please CHECK Type of Firm Organization:

- ☒ Corporation
☐ Partnership
☐ Individual
☐ Joint – Venture

List Principle Individual Names:

(IF Individual, Answer Below)

Sole Trader _____

(IF Partnership, Answer Below)

Partner _____

Partner _____

(IF Corporation, Answer Below)

President Timothy D. Helstad

Vice-President None

Secretary Robert J. Burkel

Treasurer Timothy D. Helstad

Licensed to do business in Wisconsin on 7-16-1980

In what State Incorporated Wisconsin When 7-16-1980

AMERICAN PAVEMENT SOLUTIONS

1455 GRUBER ROAD
P.O. BOX 13007
GREEN BAY, WI 54307-3007

2024 CONTRACTS

CONTRACTOR/OWNER/ENGINEER	PHONE NUMBER	CLASS OF WORK	LOCATION & PROJECT #	AMOUNT	PRIME / SUB
VILLAGE OF MENOMONEE FALLS THOMAS M. HOFFMAN W156 N84801 PILGRIM ROAD MENOMONEE FALLS, WI 53051-3140	(262) 532-4415 thoffman@menomonee-falls.org	61,166 SQ. YDS. CRACK CLEANING AND SEALING	VARIOUS ROADS PROJECT #41253-2	\$ 39,484.07	PRIME
CITY OF WINONA MIKE BIGGERSTAFF P.O. BOX 378 WINONA, MN 55987	(507) 457-8276	15,000 LBS ROUTE CRACK FILL	VARIOUS ROADS	\$ 44,802.00	PRIME
TOWN OF DOTY RANDY DUEWERT 14899 COUNTY RD T MOUNTAIN, WI 54149	(920) 371-4194	CF	VARIOUS ROADS 1.64 MILES ROUTE CRACK SEAL	\$ 9,280.00	PRIME
IOWA DOT JASON KLEMMME 800 LINCOLN WAY AMES, IA 50010	(712) 239-1367 -	5,696 GALLONS CLEAN AND FILL CRACK	OBRIEN, SIOUX COUNTIES CONTRACT ID #71-0183-708	\$ 133,844.00	PRIME
IOWA DOT RON LOECHER 800 LINCOLN WAY AMES, IA 50010	(641) 394-3161 -	41,985LBS CRACK AND JOINT CLEAN AND SEAL 5,340 GALLONS CLEAN AND FILL CRACK	ALLAMAKEE, BLACK, HAWK, BREMER & FAYETTE COUNTIES VARIOUS ROADS CONTRACT ID09-0932-707	\$ 258,350.00	PRIME
VILLAGE OF WAUNAKEE AARON JAHNCKE P.O. BOX 100 WAUNAKEE, WI 53597	(608) 849-6469	CF	VARIOUS ROADS 15,890 LBS ROUT CRACK SEAL	\$ 16,890.00	PRIME
IOWA DOT DUSTIN SKOGERBOE 800 LINCOLN WAY AMES, IA 50010	(641) 752-4657	29,670 LBS CRACKFILL	GRUNDY, HARDIN, TAMA COUNTIES CONTRACT ID 38-1751-707	\$ 130,610.00	PRIME
IOWA DOT DUSTIN SKOGERBOE 800 LINCOLN WAY AMES, IA 50010	(641) 752-4657	9,980 LBS CRACKFILL	MARSHALL AND STORY COUNTIES CONTRACT ID 64-0961-705	\$ 53,501.00	PRIME
KYTC WHEELER NEVELS 200 MERO STREET FRANKFORT, KY 40601	(502) 330-4091 wheeler.nevels@ky.gov	22,500 LBS ROUT CLEAN SEAL	LINCOLN COUNTY DISTRICT 8 DO 625 2400024925	\$ 44,100.00	PRIME
KYTC WHEELER NEVELS 200 MERO STREET FRANKFORT, KY 40601	(502) 330-4091 wheeler.nevels@ky.gov	116,500 LBS ROUT CLEAN SEAL	BOONE AND KENTON COUNTIES DISTRICT 6 DO 625 2400010426	\$ 216,690.00	PRIME
KYTC WHEELER NEVELS 200 MERO STREET FRANKFORT, KY 40601	(502) 330-4091 wheeler.nevels@ky.gov	63,000 LBS ROUT CLEAN SEAL	CUMBERLAND COUNTY DISTRICT 8 DO 625 2400026270	\$ 122,850.00	PRIME
KYTC WHEELER NEVELS 200 MERO STREET FRANKFORT, KY 40601	(502) 330-4091 wheeler.nevels@ky.gov	90,000 LBS ROUT CLEAN SEAL	ADAIR COUNTY DISTRICT 8 DO 625 2400026270	\$ 175,500.00	PRIME
CITY OF KINGMAN MATT JACOBS 324 N. MAIN STREET KINGMAN, KS 67068	(816) 945-5840 mjacobs@hwlochner	Full & Partial Depth Concrete Remove & Replace - 41 SQ. YDS. Bevel Clean & Reseal Existing Jts - 68283 LF Rte Clean and Seal cracks in concrete - 51 LF	Kingman Airport-Clyde Cessna Field (9k8) AIP #3-20-0042-022-2023 Pavement Marking Removal - 22,853 SQ. Ft. Reflectorized and Non-Reflectorized Pavement Marking - 19,675 Sq. Ft.	\$ 340,627.00	PRIME
ROOKS COUNTY AIRPORT COMMISSION MATT JACOBS 115 N. WALNUT STOCKTON, KS 67669	(816) 945-5840 mjacobs@hwlochner	Full & Partial Depth Concrete Remove & Replace - 38 SQ. YDS. Bevel Clean & Reseal Existing Jts -102,723 LF Rte Clean and Seal cracks in concrete - 51 LF	Rooks County Regional Airport AIP #3-20-0100-014-2023 Joint Spall Repair 2 CF Reflectorized and Non-Reflectorized Pavement Marking - 31,237 Sq. Ft.	\$ 362,698.68	PRIME
CITY OF LARNED - COUNTY OF PAWNEE CHRIS CORR 417 BROADWAY LARNED, KS 67550	(402) 458-5056 -	Reseal/Repair Concrete Joints - 76,711 LF Concrete Spall Repair - 30 Sq. Ft. Concrete Crack Repair - 265 LF Marking Removal - 31,478 Sq. Ft.	LARNED-PAWNEE COUNTY AIRPORT AIP #3-20-0046-020/021 Reflectorized and Non-Reflectorized Pavement Marking - 31,665 Sq. Ft.	\$ 288,342.00	PRIME
NPS, SHILOH NMP TARA CLARK 1055 PITTSBURGH LANDING ROAD SHILOH, TN 38376	(662) 372-0363	CONCRETE JOINTS CLEANING AND SEALING APPROXIMATELY 35,000 LF	SHILOH NATIONAL MILITARY PARK CORINTH-PITTSBURGH LANDING ROAD SHILOH, TN 38376	\$ 148,300.00	PRIME
CITY OF GOOLAND DARIN NEUFLED 204 WEST 11TH GOOLAND, KS 67735	(785) 821-1040	60,000 LF JT AND CRACK SEALING 76,300 SF STRIPING WHITE W/BEADS 5,900 SF STRIPING YELLOW W/BEADS 25,400 SF STRIPING BLACK	GOODLAND MUNICIPAL AIRPORT EBH PROJECT #R4238.1	\$ 351,017.00	PRIME
U.S. ARMY ENGINEER DISTRICT, PITTSBURGH AARON M BARR 108 SOUTH GLENN ULYSSES, KS 67880	(412) 395-7157 aaron.m.barr@usace.army.mil	FALLEN ROCK ROMOVAL 7,860 SQ. FT. CONCRETE REPAIR - APPROXIMATELY 1,830 SF CONCRETE JOINT REPAIR APPROX. 14,800 LF	YOUGHIOGHENY RIVER LAKE	\$ 463,600.00	PRIME
COLUMBUS REGIONAL AIRPORT AUTHORITY	(614) 374-5113	CRACK REPAIR - APPROX 145 LF	JOHN GLENN COLUMBUS INT. AIRPORT	\$ 252,350.00	PRIME

2024 CONTRACTS

CONTRACTOR/OWNER/ENGINEER	PHONE NUMBER	CLASS OF WORK	LOCATION & PROJECT #	AMOUNT	PRIME / SUB
ERIC HENSLEY 4600 INTERNATIONAL GATEWAY COLUMBUS, OH 43219		SPALL REPAIR - APPROX 320 SQ. FT. PARTIAL DEPTH PCC REPAIR - APPROX 170 SQ. FT. JOINT SEALANT REPLACEMENT - APPROX. 3,945 LF	RICKENBACKER INT. AIRPORT		

**TYPES OF WORK

CF / BITUMINOUS CRACK FILL
SC / BITUMINOUS SEALCOAT
RE / INFRARED REPAIR
R&R / REMOVE AND REPLACE
ST / STRIPE
DG / DUSTGARD
CONC / CONCRETE REPAIR*
SIGNS / SIGNS, BOLLARDS, CART CORRALS, PARKING BUMPERS

*CONCRETE REPAIR CONSIST OF :

CONCRETE COATINGS
CONCRETE SAWING
SPALL REPAIR (ALL TYPES)
FULL DEPTH REPAIR
CRACK INJECTION
PARTIAL & FULL SLAB REPLACEMENT

AMERICAN PAVEMENT SOLUTIONS

1455 GRUBER ROAD

P.O. BOX 13007

GREEN BAY, WI 54307-3007

2023 CONTRACTS

CONTRACTOR/OWNER/ENGINEER	PHONE NUMBER	CLASS OF WORK	LOCATION & PROJECT #	AMOUNT	PRIME / SUB
TRILLIANT FOOD AND NUTRITION MIKE LEWIS 1101 MOASIS DRIVE LT. CHUTE, WI 54140	(920) 809-8264	189,980 SQ. FT. SEALCOAT 4,000 LBS CF 285 INFRARED HEAT PATCH RESTRIPE	TRILLIANT FOOD AND NUTRITION 1101 MOASIS DRIVE LT. CHUTE, WI 54140	\$ 68,025.00	PRIME
SOUTH PORTAGE CENTER, LLC TERRY SCHOESSOW 3243 FRENCH RD. DE PERE, WI 54115	(608) 697-4443	225,400 SQ. FT. SEALCOAT 7,000 LBS CRACK FILL 85 INFRARED REPAIR RESTRIPE	SOUTH PORTAGE CENTER, LLC 1450 E. WISCONSIN STREET PORTAGE, WI 53901	\$ 57,360.00	PRIME
LAKE OF THE TORCH RESORT CASINO TERRY EVANS 510 OLD ABE RD. LAC DU FLAMBEAU, WI 54538	(715) 614-6215	585 INFRARED HEAT PATCHES RESTRIPE	LAKE OF THE TORCH RESORT CAS 510 OLD ABE RD. LAC DU FLAMBEAU, WI	\$ 66,500.00	PRIME
HORSESHOE BEVERAGE MIKE LEWIS 590 ENTERPRISE DRIVE NEENAH, WI 54956	(920) 809-8264	1,800 LBS CRACK FILL 180,320 SQ FT SEALCOAT 185 INFRARED HEAT PATCHES RESTRIPE	HORSESHOE BEVERAGE MIKE LEWIS 590 ENTERPRISE DRIVE NEENAH, WI 54956	\$ 51,700.00	PRIME
KILLIAN MANAGEMENT SERVICES BOB REED 1722 CLARENCE CT. WEST BEND, WI 53095	(262) 388-5732	INFRARED REPAIR CRACK FILL SEALCOAT RESTRIPE	VARIOUS MCDONALD'S WISCONSIN	\$ 341,227.00	PRIME

AMERICAN PAVEMENT SOLUTIONS

1455 GRUBER ROAD
P.O. BOX 13007
GREEN BAY, WI 54307-3007

2022 CONTRACTS

CONTRACTOR/OWNER/ENGINEER	PHONE NUMBER	CLASS OF WORK	LOCATION & PROJECT #	AMOUNT	PRIME / SUB
444 SAWYER LLC MATT ROGATZ 2743 W, 36TH PLACE, STE. 2A CHICAGO, IL 60632	(773) 254-9555	52,380 SQ. FT. SEALCOAT 1,900 LBS CF 97 INFRARED HEAT PATCH	444 SAWYER LLC 444 N. SAWYER ST. OSHKOSH, WI 54902	\$ 27,460.00	PRIME
AMERICAN FLEX PACK MICHAEL MACKEY 1304 SOUTH HURON RD. GREEN BAY, WI 54311	(920) 430-1971	2,500 LBS CRACK FILL 65,725 SQ. FT. SEALCOAT 80 INFRARED HEAT PATCH	AMERICAN FLEX PACK 1304 SOUTH HURON RD. GREEN BAY, WI 54311	\$ 29,790.00	PRIME
BEST WESTERN PLUS KUNAL PATEL 1565 N. FEDERATED DR. APPLETON, WI 54913	(920) 243-3169	32,915 SQ. FT. SEALCOAT 2,350 LBS CRACKFILL RESTRIPE	BEST WESTERN PLUS 1565 N. FEDERATED DR. APPLETON, WI 54913	\$ 11,795.00	PRIME
CAPITAL CONSTRUCTION MATT MUSIC 1050 W. STATE ROUTE 126 PLAINFIELD, IL 60544	(219) 741-1014	1,000 LBS RTE CRACK FILL 23,985 SQ. FT. SEALCOAT 620 SQ. FT. ASPH RRBC 4" 64 SQ. FT. CONC RRBC 6"	CALIBER COLLISION 800 W. WINNECONNE AVE. NEENAH, WI 54956 45 INFRARED HEAT PATCH	\$ 19,840.00	PRIME
CASTLE HILL SUPPER CLUB MIKE HENSEL N9581 US HWY 12 MERRILLAN, WI 54754	(715) 333-5901	2,100 LBS ROUT CRACK FILL SEALCOAT RESTRIPE	N9581 US HWY 12 MERRILLAN, WI	\$ 11,034.00	PRIME
COLONIAL COURT APT. JOLENE SINCLAIR 125 S. PLATTEN ST. GREEN BAY, WI 54303	(920) 621-5285	1,500 LBS ROUTE CRACK FILL 63,295 SQ. FT. SEALCOAT 31 INFRARED HEAT PATCHES RESTRIPE	COLONIAL COURT APT. 125 S. PLATTEN ST. GREEN BAY, WI 54303	\$ 18,670.00	PRIME
GREEN BAY AREA SCHOOL DISTRICT JOSH DEPOUW P.O. BOX 23387 GREEN BAY, WI 54305-3387	(920) 680-4418 jjdepouw@gbaps.org	CF SC, RE, ST	VARIOUS G.B. SCHOOLS	\$ 37,630.00	PRIME
DISCOUNT TIRE BRIAN BEGROW 3525 MILTON AVE. JANESVILLE, WI 53545	(630) 335-5662	CRACK FILL SEALCOAT INFRARED REPAIR RESTRIPE	VARIOUS LOCATIONS	\$ 38,555.00	PRIME
DEPARTMENT OF MILITARY AFFAIRS COREY BOWMAN 2400 WRIGHT STREET MADISON, WI 53708-0587	(608) 219-9024	208,580 SQ. FT. SEALCOAT 13,812 LF ROUT CRACK FILL 182 SQ. FT. ASPHALT RRBC 4" RESTRIPE	CAMP DOUGLAS PORTAGE BARABOO	\$ 80,093.00	PRIME
GARRITY VENTURES LLC RON GARRITY 1750 VELP AVE. GREEN BAY, WI 54303	(920) 680-6675	800 LBS CRACK FILL 44,735 SQ. FT. SEALCOAT 100 SQ. FT. ASPH RRBC 4" RESTRIPE	BAY AUTO PARTS/G-PA JOHNS/ STATE FARM 1750 VELP AVE. GREEN BAY, WI	\$ 11,510.00	PRIME
JOHN MICHAEL KOHLER ART CENTER RANDY STACHE 608 NEW YORK AVE. SHEBOYGAN, WI 53081	(920) 627-8593	1,200 LBS ROUT CRACK FILL 24,200 SQ. FT. SEALCOAT 150 SQ. FT. ASPHALT RRBC 4" 50 INFRARED HEAT PATCHES RESTRIPE	JOHN MICHAEL KOHLER ART CENT 608 NEW YORK AVE. SHEBOYGAN, WI 53081 RESTRIPE	\$ 13,815.00	PRIME
LAKE OF THE TORCH RESORT CASINO TERRY EVANS 510 OLD ABE RD. LAC DU FLAMBEAU, WI 54538	(715) 614-6215	9,000 LBS CRACK FILL 372,965 SQ. FT. SEALCOAT 160 INFRARED HEAT PATCHES RESTRIPE	LAKE OF THE TORCH RESORT CAS 510 OLD ABE RD. LAC DU FLAMBEAU, WI	\$ 107,270.00	PRIME
NOTRE DAME ACADEMY ERIC NOVOTNY 610 MARYHILL DR. GREEN BAY, WI 54303	(920) 615-2750	120 SQ. FT. ASPHALT RRBC 4" 92 INFRARED HEAT PATCHES	NOTRE DAME ACADEMY 610 MARYHILL DR. GREEN BAY, WI 54303	\$ 11,380.00	PRIME
MULTIPOND AMERICA SHERI SORENSON 2301 HUTSON RD. GREEN BAY, WI 54303	(920) 490-8249	800 LBS CRACK FILL 31,860 SQ. FT. SEALCOAT 16 INFRARED HEAT PATCHES RESTRIPE	MULTIPOND AMERICA 2301 HUTSON RD. GREEN BAY, WI 54303	\$ 10,115.00	PRIME
WINNECONNE COMMUNITY SCHOOL DIST. STEVE CADY 400 N. 9TH AVE. WINNECONNE, WI 54986	(920) 582-5800	88,449 SQ. FT. SEALCOAT 3,970 LBS. ROUT CRACK FILL 35 INFRARED HEAT PATCHES RESTRIPE	WINNECONNE HIGH SCHOOL 100 WOLF RUN WINNECONNE, WI 1,927 SQ. FT. ASPHALT RRBC 6" BASE 4" ASPHALT	\$ 41,050.00	PRIME

AMERICAN PAVEMENT SOLUTIONS
1455 GRUBER ROAD
P.O. BOX 13007
GREEN BAY, WI 54307-3007

2020 CONTRACTS

CONTRACTOR/OWNER/ENGINEER	PHONE NUMBER	CLASS OF WORK	LOCATION & PROJECT #	AMOUNT	PRIME / SUB
WAL-MART STORES, INC. JAMIE P.O. BOX 8055 BENTONVILLE, AR 72712-0550		CF, SC, ST, RE, R&R, CONC, PARKING REHAB	VARIOUS LOCATIONS	\$ 1,807,122.00	PRIME
WAL-MART DC - BEAVERDAM JOE ABBE 115 DISTRIBUTION WAY BEAVER DAM, WI 53916		CONC / ST / RE	REMOVE AND REPLACE CONCRETE SLABS AND SIDEWALK SLABS. RESTRIPE PAVE 960 SQ. FT. AREA W/ASPHALT	\$ 83,905.00	PRIME
MENARDS, INC. BRETT ROEHL 4777 MENARD DR. EAU CLAIRE, WI 54703	(715) 876-2108	CF, SC, RE, R&R, ST, CONC.	VARIOUS LOCATIONS	\$ 1,697,239.00	PRIME
CITY OF DENTON ROBYN FORSYTH 215 E MCKINNEY ST. DENTON, TX 76201	(940) 349-7100	CF	VARIOUS ROADS 231,500 LBS ASPHALT CLEAN & SEAL	\$ 231,500.00	PRIME
CITY OF ROWLETT VICKI ALFARO 4310 INDUSTRIAL STREET ROWLETT, TX 75088	(972) 412-6198	CF	VARIOUS ROADS 64,530 LBS CRACK SEAL	\$ 150,337.00	PRIME
CITY OF ROCKWALL BILLY CHAFFIN 385 S. GOLIAD ROCKWALL, TX 75087	(972) 771-7730	CF	VARIOUS ROADS 63,300 LBS CRACK SEAL	\$ 101,863.00	PRIME
IOWA DOT DUSTEN ROLANDO 800 LINCOLN WAY AMES, IA 50010	(641) 394-2541	CF	VARIOUS ROADS BLACK HAWK COUNTY CONTRACT #07-2182-713 61,627 LBS ROUT CRACK SEAL	\$ 152,840.00	PRIME
IOWA DOT WES MUSGROVE 800 LINCOLN WAY AMES, IA 50010	(515) 239-1414	CF	VARIOUS ROADS BENTON, IOWA, & JOHNSON CONTRACT #06-2186-707 68,200 LBS ROUT CRACK SEAL	\$ 152,052.00	PRIME
IOWA DOT WES MUSGROVE 800 LINCOLN WAY AMES, IA 50010	(515) 239-1414	CF	VARIOUS ROADS ADAIR COUNTY CONTRACT #01-C001-110 20,800 LBS ROUT CRACK SEAL	\$ 42,657.00	PRIME
IOWA DOT WES MUSGROVE 800 LINCOLN WAY AMES, IA 50010	(515) 239-1414	CF	VARIOUS ROADS WARREN COUNTY CONTRACT #91-0655-710 12,891 LBS ROUT CRACK SEAL	\$ 43,583.00	PRIME
IOWA DOT JAY DAVIS 800 LINCOLN WAY AMES, IA 50010	(641) 828-2225	CF	VARIOUS ROADS MARION COUNTY CONTRACT #63-C063-133 31,740 LBS ROUT CRACK SEAL	\$ 120,061.00	PRIME
IOWA DOT DUSTIN SKOGERBOE 800 LINCOLN WAY AMES, IA 50010	(641) 752-4657	CF	VARIOUS ROADS GRUNDY, JASPER, MAHAS CTY CONTRACT #62-1461-701 17,630 LBS ROUT CRACK SEAL	\$ 224,587.00	PRIME
CITY OF WACO PAUL CAMPOS P.O. BOX 2570 WACO, TX 76702-2570	(254) 750-8062	CF	VARIOUS ROADS 350,000 LBS CLEAN & CRACK SEAL	\$ 253,218.00	PRIME
KYTC WHEELER NEVELS 200 MERO STREET FRANKFORT, KY 40601	(502) 330-4091	CF	VARIOUS COUNTIES DISTRICT 5 370,740 LBS CLEAN AND SEAL CRACKS	\$ 622,843.00	PRIME
KYTC WHEELER NEVELS 200 MERO STREET FRANKFORT, KY 40601	(502) 330-4091	CF	VARIOUS COUNTIES DISTRICT 9 101,820 LBS CLEAN AND SEAL CRACKS	\$ 171,058.00	PRIME
TOWN OF WINDSOR CURTIS TEMPLEMAN	(970) 686-7476	CF	VARIOUS ROADS PROJECT #2020	\$ 160,741.00	PRIME

2020 CONTRACTS

CONTRACTOR/OWNER/ENGINEER	PHONE NUMBER	CLASS OF WORK	LOCATION & PROJECT #	AMOUNT	PRIME / SUB
301 WALNUT STREET WINDSOR, CO 80550			120,000 LBS JOINT & CRACK SEALANT		
VILLAGE OF SUAMICO ANDY SMITS 12781 VELD AVE. SUAMICO, WI 54313	(920) 434-8410	CF	VARIOUS ROADS 44,584 LBS ROUT CRACK SEAL	\$ 69,105.00	PRIME
CITY OF PALACIOS DAVID KOCUREK 311 HENDERSON PALACIOS, TX 77465	(361) 972-3605	CONC/ST	PALACIOS MUNICIPAL AIRPORT 13,430 LF REMOVE AND SEAL JOINTS RESTRIPE	\$ 110,437.00	PRIME
TxDOT PAUL SLUSSER 150 EAST RIVERSIDE DR. AUSTIN, TX 78704	(512) 416-4527	CONC 111,362 LF CLEAN & SEAL JOINTS 20 LF ROUT CLEAN & SEAL 36 SQ. FT. SPALL REPAIR	PALACIOS MUNICIPAL AIRPORT PAVEMENT MARKING REMOVAL PAVEMENT MARKING	\$ 494,985.00	PRIME
CITY OF GREEN BAY KEITH WILHELM 100 N. JEFFERSON ST., ROOM 101 GREEN BAY, WI 54301-5026	(920) 606-8536	POOL CAULKING	VARIOUS POOLS REMOVE OLD POOL CAULK AND INSTALL NEW POOL CAULK	\$ 6,519.00	PRIME

**TYPES OF WORK

CF / BITUMINOUS CRACK FILL
SC / BITUMINOUS SEALCOAT
RE / INFRARED REPAIR
R&R / REMOVE AND REPLACE
ST / STRIPE
DG / DUSTGARD
CONC / CONCRETE REPAIR*

*CONCRETE REPAIR CONSIST OF :

CONCRETE COATINGS
CONCRETE SAWING
SPALL REPAIR (ALL TYPES)
FULL DEPTH REPAIR
CRACK INJECTION
PARTIAL & FULL SLAB REPLACEMENT

AMERICAN PAVEMENT SOLUTIONS, INC.
1455 GRUBER ROAD
GREEN BAY, WI 54313

CONSTRUCTION BACKGROUND & EXPERIENCE OF PRINCIPAL PERSONNEL

INDIVIDUAL'S NAME	PRESENT POSITION	YEARS OF EXPERIENCE	WORK TYPE	WHAT CAPACITY
HELSTAD, TIMOTHY D.	PRESIDENT	46	PAVEMENT MAINTENANCE & CONCRETE RESTORATION	OWNER / SALES
MENDOZA, SCOTT	FOREMAN	22	PAVEMENT MAINTENANCE & CONCRETE RESTORATION	FOREMAN
MENDOZA, JASON	FOREMAN	21	PAVEMENT/CONCRETE MAINTENANCE	FOREMAN
SAARI, NICK	FOREMAN	15	PAVEMENT MAINTENANCE	FOREMAN
JANUS, GREG	FOREMAN	29	PAVEMENT MAINTENANCE	FOREMAN
BICE, PHIL	FOREMAN	14	PAVEMENT/CONCRETE MAINTENANCE	FOREMAN
BURKEL, BOB	ESTIMATOR	40	PAVEMENT MAINTENANCE & CONCRETE RESTORATION	FOREMAN
HELSTAD, ADAM	FIELD OPERATION DIRECTOR	22	PAVEMENT MAINTENANCE & CONCRETE RESTORATION	GENERAL MANAGER

01/26/26

CITY OF NEW BERLIN
PRE-QUALIFICATION STATEMENT
CONTRACTUAL RESPONSIBILITY SECTION

EXPERIENCE

Tabulation of Major Contracts (over \$25,000) which the Firm has
completed during past 5 Years

Year	Class of Work	Amount	Location of Work	For Whom Performed & Contact Name/Phone
	See attached.			

Tabulation of Construction Experience of Principle Individuals in Organization

Individual's Name	Title or Present Position	Years of Experience	Class of Work
See attached.			

CITY OF NEW BERLIN
PRE-QUALIFICATION STATEMENT
CONTRACTUAL RESPONSIBILITY SECTION

List Below Major Pieces of Equipment Owned (or Leased) and
Available when needed for the Proposed Work

Item Description	Qty	Size/ Capacity/ Etc	Condition (Good or Fair)	Years of Service
See attached.				

Vehicle #	Customer Vehicle #	Year	Make	Model	Body Type	VIN
3	15	2000	FORD	F-250	Pickup truck	1FTNX21L9YEB66229
7	63	2004	FORD	F350 Series 4x2 Chs	Sweeper	1FDWF36P34EC87370
8	112	2004	INT'L	4x2 4000 Series 107'	Stake Truck	1HTMMAAM94H597012
10	119	2005	INT'L	4x2 4000 Series 107'	Stake Truck	1HTMMAAM75H113033
12	121	2005	INT'L	4x2 4000 Series 107'	Stake Truck	1HTMMAAM65H113039
13	122	2004	INT'L	4x2 4000 Series 107'	Stake Truck	1HTMMAAM94H609398
5	124	2006	Chev	2500	Pickup truck	1GCHK23DX6F243361
14	128	2007	INT'L	4x2 4000 Series 107'	Seal Truck	1HTMMAAN07H388142
15	129	2005	INT'L	4x2 4000 Series 107'	Reclaimer	1HTMMAANX5H146228
17	130	2006	INT'L	4x2 4000 Series 107'	Seal Truck	1HTMMAAN46H302717
18	131	2010	INT'L	4x2 4000 Series 107'	Cube Truck	1HTMKAAN0AH279709
19	136	2009	FORD	F450 4x2 Chs & Crew	Cube Truck	1FDAW46Y09EA63974
20	137	2008	FORD	F450 4x2 Chs & Crew	Cube Truck	1FDXW46Y68EC93320
21	138	2014	Chev	1500	Pickup truck	1GCRCPEC1EZ355790
22	139	2011	INT'L	4x2 DuraStar Series	Seal Truck	3HAMKAANXBL407286
34	140	2016	Chev	Silverado 2500 C Series	Pickup truck	1GC1CUEG9GF301060
23	141	2010	INT'L	4x2 4000 Series 107'	Stake Truck	1HTMKAAN9AH279708
24	142	2010	INT'L	4x2 4000 Series 107'	Cube Truck	1HTMKAAN3AH279672
25	143	2011	INT'L	4x2 DuraStar Series	Reclaimer	3HAMMAAN2BL422617
26	145	2012	INT'L	4x2 DuraStar Series	Dump Truck	1HTMMAAN6CH562919
27	146	2013	INT'L	4x2 DuraStar Series	Reclaimer	3HAMMAANXDL237430
28	147	2013	INT'L	4x2 DuraStar Series	Reclaimer	1HTMMAAN4DH299556
33	148	2016	Chev	Silverado 2500HD	Pickup truck	1GB0CUEG0GZ262048
	150	2015	Chysl	200	Car	1C3CCCAB3FN696715
32	151	2007	INT'L	7000 Series 107' BBC Steel	Dump Truck	1HTWGAST97J473234
36	152	2018	Ford	F350	Pickup truck	1FD8X3F61JEC99185
37	153	2017	Ford	Transit 350 Wagon	Van	1FBZX2YM3HKB02063
40	155	2001	GMC	C3500HD	Stake Truck	3GDKC34F01M116034
41	156	2007	Ford	L45	Seal Truck	3FRLL45Z47V636489
38	157	2012	INT'L	4300	Stake Truck	3HAMMAAL8CL052516
42	159	2011	Ford	F550	Stake Truck	1FD0W5GT4BEC75934
43	160	2014	INT'L	6x4 WorkStar	Dump Truck	1HTGSSJR3EH765166
45	161	2018	Ford	T-350	Van	1FBZX2YG3JKA79559
46	163	2019	Chev	5500HD	Cube Truck	1HTKHPVK7KH885776
47	164	2019	Chev	5500HD	Cube Truck	1HTKHPVK4KH863413
48	165	2020	Toyota	Camry	Car	4T1G11AKOLU319358
84	166	2021	GMC	Sierra 3500HD	Pickup truck	1GT49SEY3MF259215
86	167	2007	Tymco	Sweeper	Sweeper	JALE5B16X77904430
87	168	2021	GMC	Silverado 6500HD	Stake Truck	1HTKHPVM0MH650527
	169	2010	Tymco	435	Sweeper	JALE5W169A7900335
88	170	2021	GMC	Silverado 6500HD	Stake Truck	1HTKJPVM3MH514574
89	171	2022	Chev	Silverado HD	Pickup truck	1GB2YLE7NFX247849
91	172	2010	Ford	F150	Pickup truck	1FTFW1EV7AFA51187
	173	2024	Isuzu	NRR	Seal Truck	JALE5W161R7300615
	174	2024	Isuzu	FTR	Reclaimer	54DK6S1F8RSA02438
	175	2021	Chev	C4500	Water Truck	54DCDW1D8MS205545
63	185	2014	PJ	T6202	Trailer	3CVT62021E2518008
80	508	2020	Seamster	Tack Tank	Trailer	1S9T31212K0420160
51	615	2011	Bearcat	BK400D	Tar Pot/Trailer	4111611
62	616	2015	Crack Pro 260	CP-260	Tar Pot/Trailer	1S9P31720F0420084
49	617	2016	Bearcat	BK400D	Tar Pot/Trailer	4031816
65	618	2016	Crack Pro	CP-260	Tar Pot/Trailer	1S9P31726G0420124
66	619	2017	Crafco	EZ1500	Tar Pot/Trailer	1C9ZD122XH1418131
67	620	2018	Crafco	EZ1500	Tar Pot/Trailer	1C9ZD122XJ1418359
79	621	2019	Crafco	EZ1500	Tar Pot/Trailer	1C9ZD1220K1418114
85	622	2021	DMT-1000 Gal Capacity	Tack Tank	Tack Trailer	3E9U03DT5ME048274

	623	2023	Crafco	EZ1500	Tar Pot/Trailer	1C9ZD1224N1418427
57	1006	2001	Towmaster	12000LB	Trailer	4KNUT162X1L162460
61	1016	2010	Load Trail	5200LB	Trailer	4ZESA1213A1069578
83	1020	2016	PJ	T6202	Trailer	4P5T62029G1249805
68	1021	2016	PJ	T6202	Trailer	4P5T62024G1249808
69	1022	2016	PJ	T1-13	Trailer	4P5T11312G1249656
71	1024	2017	PJ	T6202	Trailer	4P5T6202XJ1273473
72	1027	2019	PJ	PL352	Trailer	4P5PL3529K1303735
73	1028	2018	PJ	L6162	Trailer	4P5L61628J3029410
77	1029	2019	Towmaster	T5TD	Trailer	4KNBT1710KL162966
76	1030	2019	Towmaster	T5TD	Trailer	4KNBT1719KL162965
74	1031	2019	Quality	Dump Trailer	Trailer	5LEC1DE26L1190112
75	1032	2019	Quality	Dump Trailer	Trailer	5LEC1DE23L1190116
81	1033	2021	PJ	PL352	Trailer	4P5PL3528M1341069
44	A3	2021	Toyota	Tundra 4X4 Crew Max	Pickup truck	5TFDY5F19MX989565
94	T13	2021	Jeep	Grand Cherokee	SUV	1C4RJFDJ0MC577626
4	T5	2004	MERCEDES-BENZ	CLK500	Car	WDBTK75G64T0158
35	T7	2017	Mercedes-Benz	GL250	SUV	WDCTG4GB5HJ358296
Equipment						
217	70	2016	Mahindra		ATV	A7MLM9ARKFB000993
	75	2020	Husqvarna	RS7400D	Rider Saw	1386141001
	77	2015	Husqvarna	RS8500D	Rider Saw	1345148001
	98	2000	Dimas	RS8500D	Rider Saw	68028916
21	100	2003	Caterpillar	H63FT	Breaker	4GL04557
23	101	1999	TMC	FHG30N8	Forklift	VM375-400
	102	1989	Caterpillar	V558	Forklift	89N02251
25	405	2003	Princeton	PB-50	Forklift	84411103
167	409	2015	Case	SR250-4A	Skid Steer	NEM477572
33	412	2017	Case	SR250	Skid Steer	NGM425733
35	413	2017	Case	SV340	Skid Steer	NHM429051
220	414	2018	Case	SV340	Skid Steer	NJM442708
234	415	2019	Bobcat	S770 T4	Skid Steer	at5a13698
236	416	2019	Bobcat	S770 t4	Skid Steer	at5a13706
	417	2023	Bobcat	S850	Skid Steer	B47715421
245	510	2013	Sealmaster	SP300	Squeegee	GCBFK1003035TDW
246	511	2015	Sealmaster	SP300	Squeegee	GCBFK1003036TDW
53	512	2016	Wacker	RD12A	Rollers	24299290
55	513	2016	Wacker	RD12A	Rollers	24299287
239	514	2019	Wacker	RD12A	Rollers	24462901
240	515	2019	Wacker	RD12A	Rollers	24462895
252	516	2015	Hamm	HD12VV	Rollers	H2300459
75	703	1999	Ingersoll Rand	P185	Air Comp/Shop	298014UBJ297
89	711	2008	Con-X	SC70	Air Comp	819371
91	712	2009	Sullair	SU-185DPQ	Air Comp	2.00911E+11
93	713	2011	Con-X	SC70	Air Comp	819626
	715	2012	Sullair	P185	Air Comp	2.01203E+11
250	719	2020	Con-X	SC70	Air Comp	820617
	720	2018	Sullair	185DPQKU	Air Comp	2.01807E+11
	721	2018	Sullair	185DPQKU	Air Comp	2.01807E+11
	722	2023	Sullair	185DPQATT4F	Air Comp	US0123070129
	723	2023	Sullair	185DPQATT4F	Air Comp	US0123070133
	735	2020	Axxiom	SBAP-400	Air Dryer	12M2730
101	801	2004	Allen Mfg	12ECS	Power Screed	GC044052660
	811	2011	Bobcat		225 Generator/Weld	MB420361H
207	902	2016	Roadhog	24"	Planer	1603022
171	903	2014	Caterpillar	H55E	Skid Steer Hamm	3X900780
	905	2017	Sealmaster	12FT	Spreader Box	S2017

205	906	2017	Road Hog	48"	Planer	1707021
261	907	2023	Bobcat	NB2447	Concrete Breake	B37N02447
201	1025	2017	Wanco Wtsp	Arrowboard		5F11S1014H1005350
203	1026	2017	Wanco Wtsp	Arrowboard		F511S1018H1005349
103	80a	2002	Graco	GH 733	Silicone Pumps	
105	80b	2002	Graco	GH 733	Silicone Pumps	
107	80c	2002	Graco	GH 733	Silicone Pumps	
109	80d	2002	Graco	GH 733	Silicone Pumps	15125452
249	80e	2020	VAS Silicon Pump		Silicon Pump	
111	80f	2017	Roadstar	38:01:00	Silicone Pumps	
	B29	2017	Billy Goat	QA2	Blower	
	B31	2017	Billy Goat	QA2	Blower	
	B32	2017	Billy Goat	QA2	Blower	
	B33	2017	Billy Goat	QA2	Blower	
	B34	2017	Billy Goat	QA2	Blower	
	B35	2017	Billy Goat	QA2	Blower	
	B37	2017	Billy Goat	QA2	Blower	
	B38	2017	Billy Goat	QA2	Blower	
	B39	2017	Billy Goat	QA2	Blower	
	B40	2017	Billy Goat	QA2	Blower	
	B41	2017	Billy Goat	QA2	Blower	
	B42	2017	Billy Goat	QA2	Blower	
	B46	2017	Billy Goat	QA2	Blower	
	B48	2017	Billy Goat	QA2	Blower	
	B49	2017	Billy Goat	QA2	Blower	
	B50	2017	Billy Goat	QA2	Blower	
	B53	2017	Billy Goat	QA2	Blower	
	B55	2017	Billy Goat	QA2	Blower	
	B57	2017	Billy Goat	QA2	Blower	
	B58	2017	Billy Goat	QA2	Blower	
	BR37	2017	Billy Goat	QA2	Blower	
	BR38	2017	Billy Goat	QA2	Blower	
141	R1	2008	Crafco	200	Routers	
147	R10	1999	Crafco	200	Routers	
149	R11	1999	Crafco	200	Routers	
151	R13	2000	Crafco	200	Routers	
153	R15	2013	Crafco	30	Routers	
155	R16	1999	Crafco	200	Routers	
143	R2	2009	Honda	200	Routers	
157	R22	2011	Honda	200	Routers	
187	R28	2005	Crafco	200	Routers	
189	R29	2005	Nelson Crafco	200	Routers	
191	R30	2005	Nelson Crafco	200	Routers	
255	RCCS22	2010	Nelson Crafco	200	Random Crack Sa	GCASK1064507
254	RCS15	2013	Nelson Crafco Saw	200	Random Crack Sa	984221
	S74	2020	Husqvarna	FS524	Flat Saw	20200700010
	S76	1994	Target	Pac IV	Flat Saw	GCAD1036641
	S78	2011	Husqvarna	FS413	Flat Saw	GCAKT746184
	S79	2019	Husqvarna	RS7400	Rider Saw	1384104001
	S80	2000	Target	MC-18	Flat Saw	ASDGLJKSR56G456
	S82	2011	Norton		Flat Saw	G052727739
139	sw74	2016	Powerbroom	MCD 25x36	Rotary Broom	T1006
213	sw75	2017	Powerbroom	MCD 25x36	Polybrush	4424406728
211	sw76	2017	Powerbroom	MCD 25x36	Polybrush	4409812548
175			Honda	HD7070	Screed and 3 Bla	1266914
215	909	2017	Hydroclean		Pressure Washer	

CONTRACTUAL RESPONSIBILITY

List the trade and percentage of work normally performed with your own work force

Trade	Percentage of Work
Pavement rehabilitation	90%

Have you (or your Firm) ever failed to complete any work awarded to you?

☐ Yes

☒ No

If so, state: when, where, and why:

When	Where	Why

Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete on time a construction contract?

☐ Yes

☒ No

If so, state: firm name(s), when, where, and why:

Firm Name(s)	When	Where	Why

CITY OF NEW BERLIN
PRE-QUALIFICATION STATEMENT
CONTRACTUAL RESPONSIBILITY SECTION

Have you (or firm) asked to be relieved from a bid submitted by it to a public awarding authority during the past ten years?

☐ Yes

☒ No

If so, state: when, where, and why:

When	Where	Why

Have you (firm) been charged with or convicted of a violation of any wage schedule?

☐ Yes

☒ No

If so, state: when, where, and why:

When	Where	Why

List those projects that you (or firm) expect to have in progress at the time of the major performance period for this project:

Project	Location
See attached.	

CITY OF NEW BERLIN
PRE-QUALIFICATION STATEMENT
BONDING RESPONSIBILITY SECTION

BONDING RESPONSIBILITY

Name(s) and address of bonding company(ies) which generally execute Bid and Surety bonds:

Name	Address
NGM Insurance Company	4601 Touchton Rd., E, Ste. 3400 Jacksonville, FL 32246-4486

Name(s) and addresses of all bonding companies other than those listed above, which have written Bid and Surety bonds for your firm during the last five (5) years:

Name	Address
Shorewest Surety	100 William Street, 5th Floor New York, NY 10038

Has any bonding company ever taken over a contract or make any payments, because of your firm's failure to carry out a contract?

☐ Yes

☒ No

If so, state: when, where, and why.

When	Where	Why

List current limits of bonding capacity: 2 Million Aggregate; 1 Million single

List your current average bond premium cost: 2.5% %

CONTRACTOR'S FINANCIAL STATEMENT

Attach your Statement of Financial Conditions, including the latest regular dated financial statement or balance sheet, which must contain the following items:

1. Current Assets: Cash joint-venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, materials, and prepaid expenses, net fixed assets, and other assets.
2. Current Liabilities: Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owner, accrued salaries, accrued payroll taxes, other liabilities, and capital (stock, authorized and outstanding shares par values, and earned surplus).

Name of firm preparing statement: Catalyst Consulting

Are any of the firm's assets assigned?

☐ Yes

☒ No

If so, state which are assigned and for what purpose they are assigned:

Assigned Asset	Purpose

GENERAL DATA

List below all previous work experience with the City of New Berlin:

Project	Trade	Year
None		

Are you familiar with the provisions of the Agreement Form used by the City's?

- ☒ Yes
☐ No

Are you familiar with its terms and conditions?

- ☒ Yes
☐ No

Are you familiar with the City's specifications?

- ☒ Yes
☐ No

Are you familiar with the regulations of the City relating to bidding and awarding of contracts'?

- ☒ Yes
☐ No

CITY OF NEW BERLIN
PRE-QUALIFICATION STATEMENT
AFFIDAVIT SECTION

AFFIDAVIT

STATE OF WISCONSIN

_____ } ss
Brown _____ County

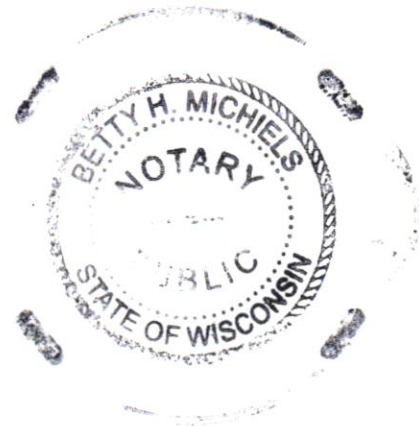
_____ Timothy Helstad _____, being duly sworn, deposes and says
that he is the _____ President _____ (Official
capacity/title) of the firm _____ American Pavement Solutions, Inc. _____ and that the answers to
the foregoing questions and all statements therein contained are true and correct, and
that any Owner, Bonding Company, or other agency herein named is hereby authorized
to supply the City of New Berlin with any information deemed necessary to verify this
statement.

Subscribed and sworn to before me

This 7 day of April, 2026

Betty H. Michiels Notary Public
Brown _____ County, Wisconsin

My Commission Expires: 08/18/2028



ATTACH
STATEMENT OF FINANCIAL CONDITIONS

**AMERICAN PAVEMENT SOLUTIONS, INC.
and SUBSIDIARY**

**CONSOLIDATED FINANCIAL STATEMENTS
Years Ended December 31, 2024 and 2023**

**AMERICAN PAVEMENT SOLUTIONS, INC.
and SUBSIDIARY**

CONTENTS

INDEPENDENT ACCOUNTANT'S REVIEW REPORT	Page 1
CONSOLIDATED FINANCIAL STATEMENTS	
Consolidated Statements of Financial Position – AICPA FRF for SMEs	3
Consolidated Statements of Operations – AICPA FRF for SMEs	5
Consolidated Statements of Changes in Stockholder's Equity – AICPA FRF for SMEs	6
Consolidated Statements of Cash Flows – AICPA FRF for SMEs	7
Notes to Consolidated Financial Statements	8
SUPPLEMENTARY INFORMATION	
Consolidated Schedules of Construction Overhead – AICPA FRF for SMEs	16
Consolidated Schedules of Operating Expenses – AICPA FRF for SMEs	17
Schedule of Completed Contracts over \$100,000 (excluding subcontractor-only contracts) – AICPA FRF for SMEs	18
Schedules of Contracts in Progress – AICPA FRF for SMEs	20



INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Stockholder
American Pavement Solutions, Inc.
Green Bay, Wisconsin

We have reviewed the accompanying consolidated financial statements of American Pavement Solutions, Inc. (an S-corporation) and Subsidiary (an LLC, taxed as a partnership) which comprise the consolidated statements of financial position – AICPA FRF for SMEs as of December 31, 2024 and 2023, and the related consolidated statements of operations – AICPA FRF for SMEs, changes in stockholder's equity – AICPA FRF for SMEs, and cash flows – AICPA FRF for SMEs for the years then ended, and the related notes to the consolidated financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with the *Financial Reporting Framework for Small- and Medium-Sized Entities* issued by the American Institute of Certified Public Accountants (AICPA); this includes determining that the basis of accounting is an acceptable basis for the preparation of financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with the *Financial Reporting Framework for Small- and Medium-Sized Entities*. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of American Pavement Solutions, Inc. and Subsidiary and to meet our ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in accordance with the *Financial Reporting Framework for Small- and Medium-Sized Entities*.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared in accordance with the *Financial Reporting Framework for Small- and Medium-Sized Entities*, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our conclusion is not modified with respect to this matter.

Supplementary Information

The accompanying supplementary information included in the Consolidated Schedules of Construction Overhead – AICPA *FRF for SMEs* and the Consolidated Schedules of Operating Expenses – AICPA *FRF for SMEs* is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the consolidated financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic consolidated financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

The accompanying supplementary information contained in the Schedule of Completed Contracts over \$100,000 (excluding subcontractor-only contracts) – AICPA *FRF for SMEs* and the Schedules of Contracts in Progress – AICPA *FRF for SMEs* is presented for purposes of additional analysis and is not a required part of the basic consolidated financial statements. Such information is the responsibility of management. We have not audited or reviewed such information and do not express an opinion, a conclusion, nor provide any form of assurance on it.



Certified Public Accountants

Green Bay, Wisconsin
March 18, 2025

AMERICAN PAVEMENT SOLUTIONS, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION -

AICPA FRF for SMEs

December 31, 2024 and 2023

See Independent Accountant's Review Report

ASSETS	2024	2023
Current assets		
Cash	\$ 37,865	\$ 23,292
Accounts receivable:		
Trade	155,238	892,561
Retainage	26,133	14,476
Inventories	266,500	294,100
Refundable state income taxes	2,548	-
Prepaid expenses	122,553	87,754
Total current assets	610,837	1,312,183
Property and equipment		
Vehicles	4,175,256	4,030,799
Machinery and equipment	1,790,677	1,715,264
Office furniture and equipment	123,004	123,004
Leasehold improvements	43,462	43,462
	6,132,399	5,912,529
Less accumulated depreciation	4,786,980	4,272,436
Net property and equipment	1,345,419	1,640,093
Other assets		
Note receivable - stockholder	628,757	598,645
Total other assets	628,757	598,645
Total assets	<u>\$ 2,585,013</u>	<u>\$ 3,550,921</u>

See Notes to Consolidated Financial Statements.

AMERICAN PAVEMENT SOLUTIONS, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION -

AICPA FRF for SMEs

December 31, 2024 and 2023

See Independent Accountant's Review Report

LIABILITIES AND STOCKHOLDER'S EQUITY	2024	2023
Current liabilities		
Line of credit	\$ -	\$ 755,000
Current portion of long-term debt	555,000	409,000
Accounts payable	485,583	390,467
State income taxes payable	1,956	17,343
Accrued expenses	44,137	38,570
Note payable - related party	7,250	811
Total current liabilities	1,093,926	1,611,191
Long-term debt		
Notes payable	1,600,491	1,118,485
Note payable - stockholder	339,000	-
	1,939,491	1,118,485
Less current portion of long-term debt	555,000	409,000
Total long-term debt	1,384,491	709,485
Total liabilities	2,478,417	2,320,676
Stockholder's equity		
Common stock, no par value:	113,100	113,100
Voting - 1,400 shares authorized; 367 shares issued; 186 shares outstanding		
Non-voting - 1,400 shares authorized, 110 shares issued; no shares outstanding	-	-
Additional paid in capital	200,000	-
Accumulated earnings (deficit)	(39,004)	1,284,645
	274,096	1,397,745
Less treasury stock - 291 shares at cost	167,500	167,500
Total stockholder's equity	106,596	1,230,245
Total liabilities and stockholder's equity	<u>\$ 2,585,013</u>	<u>\$ 3,550,921</u>

See Notes to Consolidated Financial Statements.

AMERICAN PAVEMENT SOLUTIONS, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF OPERATIONS -

AICPA FRF for SMEs

Years ended December 31, 2024 and 2023
See Independent Accountant's Review Report

	2024	2023
Contract revenue earned		
Asphalt crackfilling	\$ 1,247,521	\$ 1,923,446
Asphalt sealcoating	1,461,129	976,396
Asphalt infrared patching	1,407,317	1,722,262
Concrete installation and repair	1,235,750	808,923
Concrete joint sealing	2,136,156	2,386,137
Bollards and signs	74,062	183,079
Subcontract work	765,949	7,630,659
Total contract revenue earned	8,327,884	15,630,902
Cost of revenue earned		
Materials	1,378,502	1,400,245
Direct labor	1,789,991	1,859,100
Subcontractors	914,762	6,709,694
Construction overhead	2,768,557	2,882,944
Total cost of revenue earned	6,851,812	12,851,983
Gross profit	1,476,072	2,778,919
Operating expenses	2,151,044	2,089,202
Operating income (loss)	(674,972)	689,717
Other income (expense)		
Gain on disposal of property and equipment	-	116,299
Miscellaneous income	4,223	13,075
Interest income	30,504	52,018
Fines and penalties	(754)	(1,595)
Interest expense	(204,320)	(171,146)
Other income (expense), net	(170,347)	8,651
Income (loss) before taxes	(845,319)	698,368
State income taxes and surcharges	(2,783)	(18,540)
Net income (loss)	\$ (848,102)	\$ 679,828

See Notes to Consolidated Financial Statements.

AMERICAN PAVEMENT SOLUTIONS, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY AICPA FRF for SMEs

Years ended December 31, 2024 and 2023

See Independent Accountant's Review Report

	Common Stock		Additional Paid in Capital	Accumulated Earnings (Deficit)	Treasury Stock	Total Stockholder's Equity
	Shares	Amount				
December 31, 2022	186	\$ 113,100	\$ -	\$ 841,367	\$ (167,500)	\$ 786,967
Net income	-	-	-	679,828	-	679,828
Distributions to stockholder	-	-	-	(236,550)	-	(236,550)
December 31, 2023	186	113,100	-	1,284,645	(167,500)	1,230,245
Net (loss)	-	-	-	(848,102)	-	(848,102)
Capital contributions by stockholder	-	-	200,000	-	-	200,000
Distributions to stockholder	-	-	-	(475,547)	-	(475,547)
December 31, 2024	186	\$ 113,100	\$ 200,000	\$ (39,004)	\$ (167,500)	\$ 106,596

See Notes to Consolidated Financial Statements.

AMERICAN PAVEMENT SOLUTIONS, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CASH FLOWS -

AICPA FRF for SMEs

Years ended December 31, 2024 and 2023

See Independent Accountant's Review Report

	2024	2023
Operating activities		
Net income (loss)	\$ (848,102)	\$ 679,828
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Non-cash changes:		
Depreciation	514,544	504,712
(Gain) on sale of property and equipment	-	(116,299)
Interest added to note receivable - stockholder	(30,112)	(26,600)
Interest added to note payable - related party	-	36
Changes in operating assets and liabilities:		
Accounts receivable	725,666	(536,697)
Inventories	27,600	(84,400)
Refundable state income taxes	(2,548)	475
Prepaid expenses	(34,799)	21,135
Accounts payable	95,116	(116,945)
State income taxes payable	(15,387)	10,992
Accrued expenses	5,567	(6,936)
Net cash provided by operating activities	<u>437,545</u>	<u>329,301</u>
Investing activities		
Purchase of property and equipment	(43,252)	(258,258)
Advances on note receivable - stockholder	-	(25,418)
Proceeds from sale of property and equipment	-	148,728
Net cash provided by (used in) investing activities	<u>(43,252)</u>	<u>(134,948)</u>
Financing activities		
Net advances on line of credit	36,000	436,000
Advances on note payable - related party	6,439	-
Repayment on note payable - related party	-	(13,300)
Proceeds from note payable - stockholder	339,000	-
Proceeds from long-term debt	-	283,566
Payments on long-term debt	(485,612)	(663,110)
Capital contribution by stockholder	200,000	-
Distributions to stockholder	(475,547)	(236,550)
Net cash used in financing activities	<u>(379,720)</u>	<u>(193,394)</u>
Increase in cash	14,573	959
Cash		
Beginning	23,292	22,333
Ending	<u>\$ 37,865</u>	<u>\$ 23,292</u>
Supplemental disclosure of cash flow information		
Cash payments for interest	<u>\$ 206,161</u>	<u>\$ 170,106</u>
Payments of state income taxes and surcharges	<u>\$ 20,718</u>	<u>\$ 7,073</u>
Supplemental schedule of noncash investing and financing activities		
Vehicles and equipment purchased with long-term debt	<u>\$ 176,618</u>	<u>\$ 571,547</u>
Line of credit refinanced with long-term debt	<u>\$ 791,000</u>	<u>\$ -</u>

See Notes to Consolidated Financial Statements.

AMERICAN PAVEMENT SOLUTIONS, INC. and SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2024 and 2023
See Independent Accountant's Review Report

Note 1. Summary of significant accounting policies

This summary of significant accounting policies of American Pavement Solutions, Inc. and Subsidiary (the Company) is presented to assist in understanding the Company's financial statements. The financial statements and notes are the representation of the Company's management. Management is responsible for the integrity and objectivity of the financial statements. These accounting policies conform to the *Financial Reporting Framework for Small- and Medium-Sized Entities* and have been consistently applied in the preparation of the financial statements.

Basis of accounting

The accompanying consolidated financial statements have been prepared in accordance with the *Financial Reporting Framework for Small- and Medium-Sized Entities* ("FRF for SMEs") issued by the American Institute of Certified Public Accountants (AICPA), which is a special purpose framework and not U.S. generally accepted accounting principles (GAAP). The accounting principles that comprise the framework are appropriate for the preparation and presentation of small- and medium-sized entity financial statements, based on the needs of the financial statement users and cost and benefit considerations. A summary of how the *FRF for SMEs* accounting principles for revenue recognition differ from GAAP is described below.

The *FRF for SMEs* recognizes revenue when performance is achieved and ultimate collection is reasonably assured, unlike revenue recognition under GAAP that requires a five-step process based on identification of contracts and performance obligations, determination of the transaction price, allocation of the transaction price and finally the recognition of revenue.

Nature of business

American Pavement Solutions, Inc. is a concrete restoration and asphalt maintenance contractor with customers located throughout the United States. Daffinson Transport, LLC provides transportation equipment for hire to American Pavement Solutions, Inc. The Company grants credit to its customers.

Principles of consolidation

The consolidated financial statements include the accounts of American Pavement Solutions, Inc. and its wholly-owned subsidiary, Daffinson Transport, LLC, collectively referred to as "the Company." All material inter-company accounts and transactions have been eliminated in consolidation.

Use of estimates

The preparation of financial statements in conformity with AICPA *FRF for SMEs* requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from these estimates, and such differences may be material.

AMERICAN PAVEMENT SOLUTIONS, INC. and SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2024 and 2023

See Independent Accountant's Review Report

Note 1. Summary of significant accounting policies (continued)

Trade accounts receivable

Trade and retainage accounts receivable are stated at the amount the Company expects to collect from outstanding balances. Management evaluates accounts receivable older than 90 days by customer and determines the likelihood of collection based on dollar amount, financial condition of the customer and the means available to collect the receivable. Based on this analysis, management determines how much, if any of the receivable is uncollectible and sets the appropriate reserve.

Management provides for uncollectible amounts through a charge to bad debt expense and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to a valuation allowance and a credit to trade accounts receivables. Trade accounts receivable are shown net of an allowance for bad debts of \$10,000 at December 31, 2024 and 2023.

Inventories

Inventories are stated at the lower of cost or net realizable value using the first-in, first-out (FIFO) method of valuation and consists of shop and construction-related materials and supplies.

Property and equipment

Property and equipment are valued at cost. Maintenance and repair costs are charged to expense as incurred. Renewals and betterments that materially extend the life of the assets are capitalized. Gains or losses on disposition of property and equipment are reflected in income. Depreciation is computed for financial reporting purposes on a straight-line basis over the following estimated useful lives of the assets:

Vehicles	4 – 5 years
Machinery and equipment	3 – 10 years
Office furniture and equipment	2 – 10 years
Leasehold improvements	15 – 39 years

AMERICAN PAVEMENT SOLUTIONS, INC. and SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2024 and 2023

See Independent Accountant's Review Report

Note 1. Summary of significant accounting policies (continued)

Contract revenue and cost recognition

Revenue from fixed-price construction contracts is recognized on the percentage-of-completion method, measured by the percentage of allocated costs incurred to date to estimated total allocated costs for each contract. The Company's contracts are normally short-term in nature and profits on those contracts are recorded upon the completion of each contract. Because of the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Cost of revenues earned includes all direct materials, labor costs, subcontractors, and other direct job-related costs and those indirect costs related to contract performance such as indirect labor, supplies, tools, repairs, and depreciation. Selling, general, and administrative costs are charged to operating expenses as incurred. Provisions for estimated losses on contracts in progress are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability, including those arising from final contract settlements, may result in revisions to costs and income, and are recognized in the period in which the revisions are determined.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized. In the initial stages of a contract, costs that do not relate to contract performance are disregarded in determining the percentage of completion.

Advertising

Advertising costs are expensed as incurred. Advertising costs for the years ended December 31, 2024 and 2023, amounted to \$76,448 and \$41,653, respectively.

Income taxes

The Company, with the consent of its stockholder, elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. In lieu of federal income taxes, the stockholder of an S corporation is taxed on his proportionate share of the Company's taxable income. Accordingly, no provision or liability for federal income taxes is included in the financial statements of S corporations.

For state tax purposes, the impact of the federal election to be taxed as an S corporation varies. In Wisconsin, the Company can elect to be taxed at the entity level or have the income taxed at the individual level. For the years ended December 31, 2024 and 2023, the Company elected to be taxed at the individual level. Income tax expense or refund of income taxes reflected in the statements of operations represents taxes paid to state governments for taxes imposed by the various states on businesses operating within the state or refunds of the same types of taxes. The Company uses the taxes payable method of accounting for state taxes.

AMERICAN PAVEMENT SOLUTIONS, INC. and SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2024 and 2023
See Independent Accountant's Review Report

Note 2. Costs and estimated earnings on uncompleted contracts

There were no uncompleted contracts at December 31, 2024 or 2023.

Note 3. Other assets

The note receivable from the stockholder totaled \$628,757 and \$598,645 at December 31, 2024 and 2023, respectively. The loan is unsecured and is due by January 1, 2027. Interest accrues at the lowest applicable rate per year.

Note 4. Note payable – line of credit

The Company has a revolving line of credit note with a bank for up to \$1,580,000 (\$1,600,000 approved maximum less \$20,000 of outstanding Letters of Credit-Note 6), subject to a Borrowing Base Certificate that includes 75% of eligible accounts receivable plus inventory. Interest is payable monthly at Prime plus 0.5% with a floor of 3.75% (8% and 9% at December 31, 2024 and 2023, respectively). The line is secured under the same credit agreement as the long-term debt described below. The maturity date is May 2025. The balance outstanding on the line of credit at December 31, 2024 and 2023 was \$0 and \$755,000, respectively.

Note 5. Note payable – related party

The Company has a note payable to a related party that is due on demand. Interest accrues at the current blended applicable federal rate per year. The amount due on December 31, 2024 and 2023, was \$7,250 and \$811, respectively.

Note 6. Letters of credit

The Company has two irrevocable standby letters of credit with its bank totaling \$20,000 at December 31, 2024. The letters are being maintained as security on behalf of certain vendors. The letters expire in May 2025.

Note 7. Long-term debt

Long-term debt consists of the following at December 31:

	2024	2023
6.99% note payable, monthly payments of approximately \$9,900 including interest through May 2028, secured by a collateral security document and guarantees of Daffinson Transport, LLC, the Stockholder and THSMA, Inc., a related party.	\$ 325,925	\$ 314,318

AMERICAN PAVEMENT SOLUTIONS, INC. and SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2024 and 2023
See Independent Accountant's Review Report

Note 7. Long-term debt (continued)

	2024	2023
7.75% note payable, monthly payments of approximately \$6,300 including interest through March 2026, secured by a collateral security document, guarantees of both American Pavement Solutions, Inc. and Daffinson Transport, LLC, the Stockholder and THSMA, Inc., a related party, and real estate with a net book value of approximately \$420,000 owned by THSMA, Inc.	108,032	176,834
4.45% note payable; monthly payments of approximately \$6,600 including interest through March 2027, secured by the same collateral security document and guarantees listed above.	157,730	227,651
5.25% note payable; monthly payments of approximately \$5,400 including interest through July 2027, secured by the same collateral security document and guarantees listed above and a specific asset with a net book value of approximately \$142,000.	155,885	210,693
3.95% note payable, monthly payments of approximately \$5,700 including interest through March 2025, secured by the same collateral security document and guarantees listed above.	10,767	77,764
3.95% note payable; monthly payments of approximately \$4,400 including interest through March 2026, secured by the same collateral security document and guarantees listed above.	61,556	111,225
7.75% note payable; monthly payments of approximately \$9,100 including interest through January 2029, secured by the same collateral security document and guarantees listed above.	380,159	-

AMERICAN PAVEMENT SOLUTIONS, INC. and SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2024 and 2023
See Independent Accountant's Review Report

Note 7. Long-term debt (continued)

	2024	2023
7.75 % note payable; monthly payments of approximately \$2,200 including interest through June 2027, secured by the same collateral security document above and guarantees listed above.	59,437	-
7.50% note payable; monthly payments of approximately \$8,700 including interest through December 2029, secured by the same collateral security document and guarantees listed above.	341,000	-
Note payable to Stockholder; interest is accrued annually based on the applicable federal rate and the entire balance of the note and any accrued interest is due upon maturity in December 2029. The note is unsecured.	339,000	-
	\$ 1,939,491	\$ 1,118,485
Less current maturities	555,000	409,000
Total long-term debt	\$ 1,384,491	\$ 709,485

Principal requirements for long-term debt for years ending after December 31, 2024 are as follows:

2025	\$ 555,000
2026	489,000
2027	364,000
2028	185,000
2029	346,491
	<u>\$ 1,939,491</u>

The credit agreement requires timely issuance of financial statements, including an accounts receivable aging report and borrowing base certificate, and contains covenants relating to operations and certain financial ratios. Prepayment penalties apply to all bank loans. The agreement includes a \$500,000 mortgage on the stockholder's residence as additional collateral when the borrowing base is insufficient. The bank has an option to charge the Company a \$500 administrative fee for each financial statement failure, \$15,000 per loan covenant violation, and 100 basis points on the total balance for a specific violation.

AMERICAN PAVEMENT SOLUTIONS, INC. and SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2024 and 2023

See Independent Accountant's Review Report

Note 8. Equipment rent

The Company rents equipment on an "as needed" basis from unrelated parties. Total equipment rent expense for the years ended December 2024 and 2023, was \$33,440 and \$35,187, respectively.

Note 9. Retirement plan

The Company has a 401(k) retirement plan covering substantially all employees. The Company did not make any contributions to the plan for the years ended December 31, 2024 and 2023.

Note 10. Backlog

Backlog represents the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in progress at year end and from contractual agreements on which work has not begun. As of December 31, 2024 and 2023, the Company had entered into contracts for 2025 and 2024 with estimated revenues of approximately \$2,286,400 and \$2,190,000, respectively.

Note 11. Related party transactions

The Company leases an office and shop from THSMA, Inc., an S-corporation owned by the stockholder. Monthly lease payments are \$6,000. The term of the lease is 15 years commencing January 1, 2016. Annual rent payments are \$72,000 until such time as an increase is mutually agreed upon. Rent expense for both years ended December 31, 2024 and 2023, totaled \$72,000.

The Company guarantees THSMA's mortgage loan that was obtained under the same credit agreement listed above. As part of the loan refinancing done in 2017, the Company borrowed part of the proceeds of THSMA's mortgage. This amount created the note payable – related party (Note 5). THSMA makes monthly principal and interest payments of approximately \$4,100 through the due date of May 2027, at which time the remaining balance is due. The outstanding balance on THSMA's mortgage at December 31, 2024 and 2023, was approximately \$307,400 and \$342,000, respectively.

Note 12. Concentrations of credit risks

The Company occasionally maintains deposits in excess of federally insured limits. The Company believes that there is no significant risk with respect to such deposits.

During the year ended December 31, 2024, the Company had one major customer from which approximately 19% of contract revenue was earned. Contract revenue earned from this customer totaled approximately \$1,546,500. There were no outstanding accounts receivable balances from this customer at December 31, 2024.

AMERICAN PAVEMENT SOLUTIONS, INC. and SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2024 and 2023
See Independent Accountant's Review Report

Note 12. Concentrations of credit risks (continued)

During the year ended December 31, 2023, the Company had one major customer from which approximately 56% of contract revenue was earned. Contract revenue earned from this customer totaled approximately \$8,781,500. The outstanding accounts receivable balance from this customer totaled approximately \$137,000 at December 31, 2023.

Note 13. Commitment

As stated in Note 1, the Company has elected S-corporation status. As a result, all taxable income and taxes thereon are the personal responsibility of the stockholder. The Company has committed to distribute future dividends to the stockholder to reimburse him for income taxes incurred as a result of the S-corporation status.

Note 14. Reclassifications

Certain amounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

Note 15. Subsequent events

The Company entered a contract with a customer for work to be performed in 2025. The contract is for \$186,000, and work will begin on the job starting in 2025.

Management has evaluated events and transactions occurring after the balance sheet date through the date of availability of the financial statements to be issued, March 18, 2025.

SUPPLEMENTARY INFORMATION

AMERICAN PAVEMENT SOLUTIONS, INC. AND SUBSIDIARY

CONSOLIDATED SCHEDULES OF CONSTRUCTION OVERHEAD -

AICPA FRF for SMEs

Years ended December 31, 2024 and 2023
See Independent Accountant's Review Report

	2024	2023
Fuel expense	\$ 376,910	\$ 432,624
Repairs and maintenance	369,872	316,745
Insurance	241,432	348,936
Depreciation	508,472	500,368
Travel	326,807	373,779
Shop wages	239,622	214,607
Payroll taxes	259,286	248,251
DOT compliance	32,702	30,015
Other expenses	174,840	119,460
Sales and use taxes	3,344	2,820
Indirect job costs	35,969	77,138
Equipment rent	26,776	28,941
Bond expense	59,219	69,020
Licenses and permits	33,198	29,415
Plans	2,624	2,089
Shop supplies	6,266	11,864
Uniforms and towels	11,221	11,999
Building rent	28,800	28,800
Telephone	31,197	36,073
	<u>\$ 2,768,557</u>	<u>\$ 2,882,944</u>
	33.2%	18.4%

AMERICAN PAVEMENT SOLUTIONS, INC. AND SUBSIDIARY

CONSOLIDATED SCHEDULES OF OPERATING EXPENSES -

AICPA FRF for SMEs

Years ended December 31, 2024 and 2023
See Independent Accountant's Review Report

	2024	2023
Salaries and wages	\$ 861,058	\$ 834,362
Officer wages	551,374	550,687
Payroll taxes	101,508	96,947
Insurance	47,097	68,672
Advertising	76,448	41,653
Travel	127,843	133,916
Meals and entertainment	93,479	73,845
Building rent	43,200	43,456
Property taxes	14,620	14,632
Repairs and maintenance	32,810	13,958
Office expenses	11,402	11,465
Telephone	9,759	9,692
Postage	9,817	13,258
Utilities	14,450	16,599
Depreciation	6,072	4,344
Professional fees	92,494	75,358
Employee benefits	4,949	7,835
Dues and subscriptions	24,001	25,818
Bank and service charges	17,768	43,540
Equipment rent	6,664	6,246
Miscellaneous expense	4,231	2,919
	<u>\$ 2,151,044</u>	<u>\$ 2,089,202</u>
	25.8%	13.4%

AMERICAN PAVEMENT SOLUTIONS, INC. AND SUBSIDIARY

Schedule of Completed Contracts over \$100,000 (excluding subcontractor-only contracts)

AICPA FRF for SMEs

Year ended December 31, 2024

See Independent Accountant's Review Report

Contracts	Contract Totals			Before January 1, 2024			During the year ended December 31, 2024		
	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)
WAL-MART - GALENA, IL	\$ 244,310	\$ 198,998	\$ 45,312	\$ -	\$ -	\$ -	\$ 244,310	\$ 198,998	\$ 45,312
WAL-MART - FRANKLIN, WI	116,203	82,751	33,452	-	-	-	116,203	82,751	33,452
WAL-MART - MEDFORD, WI	178,498	166,031	12,467	-	-	-	178,498	166,031	12,467
WAL-MART - APPLETON, WI	154,934	87,698	67,236	-	-	-	154,934	87,698	67,236
WAL-MART - IRONWOOD, WI	111,541	91,291	20,250	-	-	-	111,541	91,291	20,250
WAL-MART DC - BEAVER DAM	363,795	147,422	216,373	-	-	-	363,795	147,422	216,373
IOWA DOT - ALLAMAKEE, BLACK HAWK	258,350	243,122	15,228	-	-	-	258,350	243,122	15,228
IOWA DOT - OBRIEN, SIOUX COUNTY	133,844	121,599	12,245	-	-	-	133,844	121,599	12,245
IOWA DOT - GRUNDY, HARDIN	130,610	125,793	4,817	-	-	-	130,610	125,793	4,817
KYTC - DISTRICT 6	216,690	221,996	(5,306)	-	-	-	216,690	221,996	(5,306)
KYTC - DISTRICT 8	342,450	331,901	10,549	-	-	-	342,450	331,901	10,549
KINGMAN AIRPORT	340,627	289,624	51,003	-	-	-	340,627	289,624	51,003
ROOKS COUNTY REGIONAL AIRPORT	362,699	339,463	23,236	-	-	-	362,699	339,463	23,236
LARNED - PAWNEE COUNTY AIRPORT	288,342	263,315	25,027	-	-	-	288,342	263,315	25,027
YOUGHIOGHENY RIVER LAKE	463,600	427,221	36,379	-	-	-	463,600	427,221	36,379
GOODLAND MUNICIPAL AIRPORT	351,017	299,418	51,599	-	-	-	351,017	299,418	51,599
SHILOH NATIONAL MILITARY PARK	148,300	143,525	4,775	-	-	-	148,300	143,525	4,775
JOHN GLENN COLUMBUS REGIONAL AIRPORT	252,350	103,410	148,940	-	-	-	252,350	103,410	148,940
	<u>\$ 4,458,160</u>	<u>\$ 3,684,578</u>	<u>\$ 773,582</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,458,160</u>	<u>\$ 3,684,578</u>	<u>\$ 773,582</u>

AMERICAN PAVEMENT SOLUTIONS, INC. AND SUBSIDIARY

Schedule of Completed Contracts over \$100,000 (excluding subcontractor-only contracts)

AICPA FRF for SMEs

Year ended December 31, 2023

See Independent Accountant's Review Report

Contracts	Contract Totals			Before January 1, 2023			During the year ended December 31, 2023		
	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Gross Profit (Loss)
WAL-MART - DECORAH, IA	\$ 108,961	\$ 69,588	\$ 39,373	\$ -	\$ -	\$ -	\$ 108,961	\$ 69,588	\$ 39,373
SAM'S - DES MOINES, IA	128,261	104,920	23,341	-	-	-	128,261	104,920	23,341
IOWA DOT - ADAIR COUNTY	227,013	147,059	79,954	-	-	-	227,013	147,059	79,954
CITY OF WICHITA FALLS, TX	102,979	172,429	(69,450)	-	-	-	102,979	172,429	(69,450)
KYTC - DISTRICT 6	528,240	528,436	(196)	-	-	-	528,240	528,436	(196)
KYTC - DISTRICT 10	188,325	247,160	(58,835)	-	-	-	188,325	247,160	(58,835)
IOWA DOT - HAMILTON, HARDIN	306,083	251,496	54,587	-	-	-	306,083	251,496	54,587
BLACK HAWK COUNTY, IA	177,566	154,977	22,589	-	-	-	177,566	154,977	22,589
IOWA DOT - MARION COUNTY	110,732	77,546	33,186	-	-	-	110,732	77,546	33,186
LIBERAL - MID-AMERICA REGIONAL AIRPORT	338,622	239,954	98,668	-	-	-	338,622	239,954	98,668
ULYSSES AIRPORT	559,522	369,511	190,011	-	-	-	559,522	369,511	190,011
SYRACUSE-HAMILTON COUNTY AIRPORT	106,443	99,459	6,984	-	-	-	106,443	99,459	6,984
CITY OF MARSHFIELD	100,000	44,827	55,173	-	-	-	100,000	44,827	55,173
HARRY STEARN FIELD	327,492	258,326	69,166	-	-	-	327,492	258,326	69,166
TECUMSEH	335,614	317,469	18,145	-	-	-	335,614	317,469	18,145
HENRY COUNTY AIRPORT	112,612	90,869	21,743	-	-	-	112,612	90,869	21,743
INDIANAPOLIS REGIONAL AIRPORT	177,641	99,228	78,413	-	-	-	177,641	99,228	78,413
JOHN GLENN COLUMBUS REGIONAL AIRPORT	328,190	163,666	164,524	-	-	-	328,190	163,666	164,524
	<u>\$ 4,264,296</u>	<u>\$ 3,436,920</u>	<u>\$ 827,376</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,264,296</u>	<u>\$ 3,436,920</u>	<u>\$ 827,376</u>

AMERICAN PAVEMENT SOLUTIONS, INC. AND SUBSIDIARY

Schedules of Contracts in Progress - AICPA FRF for SMEs

Years ended December 31, 2024 and 2023
See Independent Accountant's Review Report

2024

There were no jobs in progress at December 31, 2024.

2023

There were no jobs in progress at December 31, 2023.

CITY OF NEW BERLIN PARKING LOT SEAL COAT SPECIFICATIONS

I. SCOPE OF WORK:

The work shall consist of crack cleaning, routing, crack filling, seal coating, and restriping the asphalt pavement for the entire parking lot of the City of New Berlin Library & Water Utility Building.

II. GENERAL:

The City of New Berlin is requesting that the work shall take place between June 15th, 2026 and September 15, 2026. Once the Contractor begins work under this Contract, the work shall continue until complete.

The Contractor shall review his 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.

Notice shall be given to Bob Skaggs, Facilities Supervisor, no less than 2 weeks in advance to any work on the premises. The point of contact will be Bob Skaggs, Facilities Supervisor, (262) 797-2467. Office hours are 7:00 A.M. to 3:30 P.M. Monday through Friday.

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

III. CRACK CLEANING, ROUTING, AND FILLING:

A. Materials:

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).

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.

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.

B. Equipment:

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 insure 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.

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.

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.

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.

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.

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 be 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.

Traffic Control:

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.

C. Construction

1. Cleaning:

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.

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.

Cracks shall be sealed within three (3) working days after routing or sawing preparation.

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 Types:

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.

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.

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.

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 will make note of these areas and document for repair outside of this Contract. Secondary cracks along longitudinal and transverse cracks shall be sealed.

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 will make note of these areas and document for repair outside of this Contract.

Curb & Gutter Flange Joint

On any area 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.

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. Glenzoi 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.

IV. SEAL COATING:

A. Materials:

Pavement seal coating material shall be SealMaster Polymer Modified MasterSeal (PMM). 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.

Execution:

Apply seal coating at the location, color, and size as shown in the Project Drawings in conformance with Section 475 of the WisDOT State Standard Specifications.

B. Equipment:

Equipment used shall be in accordance with manufacturer's specifications. Seal coat shall be applied by either pressurized spray application equipment or self-propelled squeegee equipment. Pressurized spray equipment shall be capable of spraying pavement sealer with sand added. Equipment shall have continuous agitation or mixing capabilities to maintain homogeneous consistency of pavement sealer mixture throughout the application process. Self-propelled squeegee equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of sealer into bituminous pavement. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

C. Measurement & Payment:

Payment for seal coating will be paid at their respective Contract unit price. Payment

shall be full compensation for all operations specified, and for all materials, labor, tools, equipment, and incidentals necessary to complete this item of work.

D. Construction:

Seal coat shall be applied per manufacturer's specifications. **Two (2) coats of seal coat shall be applied with sand.** Surface must be clean and free from all loose material and dirt. Seal coat shall be applied after cracks have been sealed as specified above. All grease, oil, and gasoline spots or stains shall be pre-treated prior to application of the seal coat. Seal coat shall not be applied when the pavement temperature or ambient air temperature is expected to drop below 50-degrees in a 24-hour period after application. Concrete pavement or curb and gutter shall not be seal coated.

V. PAVEMENT MARKING:

A. Materials:

Use materials conforming to Section 646.2.4 of the WisDOT State Standard Specifications for paint pavement marking with glass beads conforming to Section 646.2.3 of the WisDOT State Standard Specifications.

B. Execution:

Apply pavement marking at the location, color, and size as shown in the Project Drawings in conformance with Section 646.3 of the WisDOT State Standard Specifications.

C. Measurement & Payment:

Payment for pavement marking items will be paid at their respective Contract unit price. Payment shall be full compensation for all operations specified, and for all materials, labor, tools, equipment, and incidentals necessary to complete this item of work.

VI. WORK RESTRICTIONS:

Hours of work are 7:00 A.M. to 7:00 P.M. Sunday through Saturday. Coordinate closure of the parking lots with the Library Director, Utility Director, and Bob Skaggs.

VII. PAYMENT:

The scope of work listed herein shall be paid for specified unit quantities listed within the bid proposal document. Payment shall be full compensation for all labor, equipment, materials, mobilization, traffic control and incidentals required for placing the sealant and pavement marking as accepted by the Owner's representative.

VIII. 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 PARKING LOT SEAL COATING PROJECT

PROPOSAL

Having become familiar with the local conditions affecting the cost of the work and with the Contract Documents, Plans, Specifications, and Exhibits issued and attached to the Contract Documents, 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:

City of New Berlin Parking Lot Seal Coating Project					
Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Crack Cleaning, Routing, Crack Filling	89,000	SF	.039	\$3,485.00
2	Seal Coating	89,000	SF	.17	\$15,475.00
3	Pavement Marking, Paint, 4-inch, Yellow – Lines	2,160	LF	.32	\$691.20
4	Pavement Marking, Paint, 4-inch, Yellow – Hatch	1,726	SF	.32	\$552.32
5	Pavement Marking, Paint, 24-inch, White – Crosswalk (6'x22')	132	SF	1.25	\$165.00
6	Pavement Marking, Paint, 4-inch, Yellow – Handicap Symbols	7	EA	17.00	\$119.00
7	Pavement Marking, Paint, 4-inch, Blue – Symbol A (12'x3')	2	EA	55.00	\$110.00
8	Pavement Marking, Paint, 4-inch, Blue – Symbol B (10'x10')	2	EA	42.00	\$84.00
9	Pavement Marking, Paint, 4-inch, Blue – Symbol C (7'x11')	2	EA	65.00	\$130.00
10	Pavement Marking, Paint, Blue – Symbol D (12'x12')	1	EA	467.48	\$467.48
				Total =	\$21,279.00

Write

Out

Total:

Twenty-One Thousand Two Hundred Seventy-Nine Dollars and 00/100

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 September 15, 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.

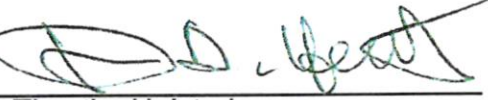
4-7-2026

DATE

American Pavement Solutions, Inc.

FIRM NAME

BY:

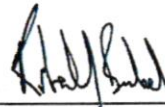


Timothy Helstad

President

TITLE

BY:



Robert Burkel

Secretary

TITLE

OFFICIAL ADDRESS

1455 Gruber Rd.

Green Bay, WI 54313

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.

THE CITY OF NEW BERLIN PARKING LOT SEAL COATING CONTRACT

This Contract made this _____ day of _____, 2026, by and between American Pavement Solutions herein called the "Contractor", and the City of New Berlin, 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 May 4th, 2026. The Owner is requesting that the work take place between June 15th, 2026 and September 15, 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: \$21,279.00.

The above total shall be the basis for establishing the amount of the performance bond and is not to be construed to be a lump sum contract price. The foregoing quantities of the unit price items are approximately only and it is understood and agreed that payment will be made only on the actual quantities of work completed in place, measured on the basis defined in the Contract documents and at the unit prices stated above.

PAYMENT

The Contractor shall review pay quantities with the 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 Engineer and Contractor. If more than two weeks pass, the quantities as measured by the inspector and confirmed by the Engineer shall be conclusive.

The Owner will retain 5% of the estimate of the value of the Work or Contract until 50% of

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.

the Work is completed. If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of 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 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 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
- Special Provisions
- Bid Proposal
- Contract
- Project Drawings

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.

ARTICLE IV. 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 V. HOLD HARMLESS CLAUSE

And the Contractor covenants and agrees that he will indemnify and save harmless the Owner and defend the same against any and all liability, claims, loss, damages, interest, actions, suits, judgements, costs, expenses, attorney's fees, and the like, to whomsoever owned or by whomsoever brought or obtained which may in any manner result from, or arise out of the performance of the work herein mentioned, expressly including the negligence of the Contractor and/or the owner (or the negligence of the agents, servants, employees, workmen or independent Contractors of either of them) in carrying out and supervising the said work in any respect whatever.

ARTICLE VI. INSURANCE & ENDORSEMENT

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 Owner. A Policy Endorsement shall be signed by an authorized Principal of the Insurer and provided to the Owner as evidence thereof naming the Owner 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 Owner 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 VII. 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 VIII. 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 IX. 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 X. 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 XI. 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 XII. 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 American Pavement Solutions, Inc.

Address 1485 Gruber Rd. ~~Oak~~ Green Bay, WI 54313

(SEAL) NO SEAL.
ATTEST: [Signature]
By: Robert J. Burkell
Secretary

Title

By: [Signature]
Timothy Helstad, President

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: _____

Contractor

BID BOND

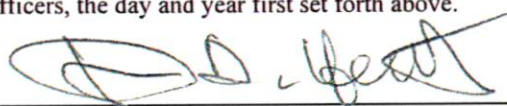
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
American Pavement Solutions, Inc. _____ as principal, and
NGM Insurance Company _____ as Surety, are hereby
held and firmly bound unto City of New Berlin as Owner in the penal sum of
5% of the bid amount for the payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, successors and assigns. Signed, this 7th day of April,
2026. 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 Parking Lot Seal Coat Project Contract RD-26-03, 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 NGM Insurance Company

By: 
Jill Wendt Attorney-in-Fact

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.



POWER OF ATTORNEY

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Angela Andrew, Jill Wendt, Jarred Donlon, Kevin Krimpelbein, Robert Frerking, Ryan Nehls** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Secretary and its corporate seal to be hereto affixed this 9th day of October, 2024.

NGM INSURANCE COMPANY By:



Lauren K. Powell

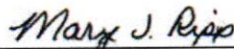
Vice President, Corporate Secretary



State of Wisconsin,
County of Dane.

On this 9th day of October, 2024, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 9th day of October, 2024.



My Commission Expires February 8, 2027



I, Nathan Hoyt, Assistant Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this

7th day of April, 2026.



Nathan Hoyt, Assistant Vice President



PERFORMANCE BOND

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

CONTRACTOR (Name and Address):
of Business: American Pavement Solutions, Inc.
1455 Girbar Road, Green Bay, WI 54307
OWNER (Name and Address):
City of New Berlin

SURETY (Name and Address of Principal Place
NGM Insurance Company
4601 Touchton Rd East, Ste 3400
Jacksonville, FL 32246-4486

CONTRACT
Date: 5/4/2026
Amount: \$21,279
Description (Name and Location):
2026 Parking Lot Seal Coat Project Contract RD-26-03, City of New Berlin

BOND
Bond Number: \$346795
Date (Not earlier than Contract Date): 5/19/2026
Amount: \$21,279
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:

Signature:

Name and Title:

Timothy Helstad, President

SURETY

NGM Insurance Company
Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

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

CONTRACTOR AS PRINCIPAL

Company:

Signature:

Name and Title:

(Seal)

SURETY

NGM Insurance Company
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: *American Pavement Solutions, Inc.*
1455 Grover Road, Green Bay, WI 54307

OWNER (Name and Address):

City of New Berlin

SURETY (Name and Address of Principal Place

NGM Insurance Company
4601 Touchton Rd East, Ste 3400
Jacksonville, FL 32246-4486

CONTRACT

Date: *5/4/2026*

Amount: *\$21,279*

Description (Name and Location):

2026 Parking Lot Seal Coat Project Contract RD-26-03, City of New Berlin

BOND

Bond Number: *5346795*

Date (Not earlier than Contract Date): *5/4/2026*

Amount: *\$21,279*

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:

Signature:

Name and Title: *Timothy Helstad, President*

SURETY

NGM Insurance Company
Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

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

CONTRACTOR AS PRINCIPAL

Company:

Signature:

Name and Title:

SURETY

Surety's Name and Corporate Seal

By:

Signature and Title

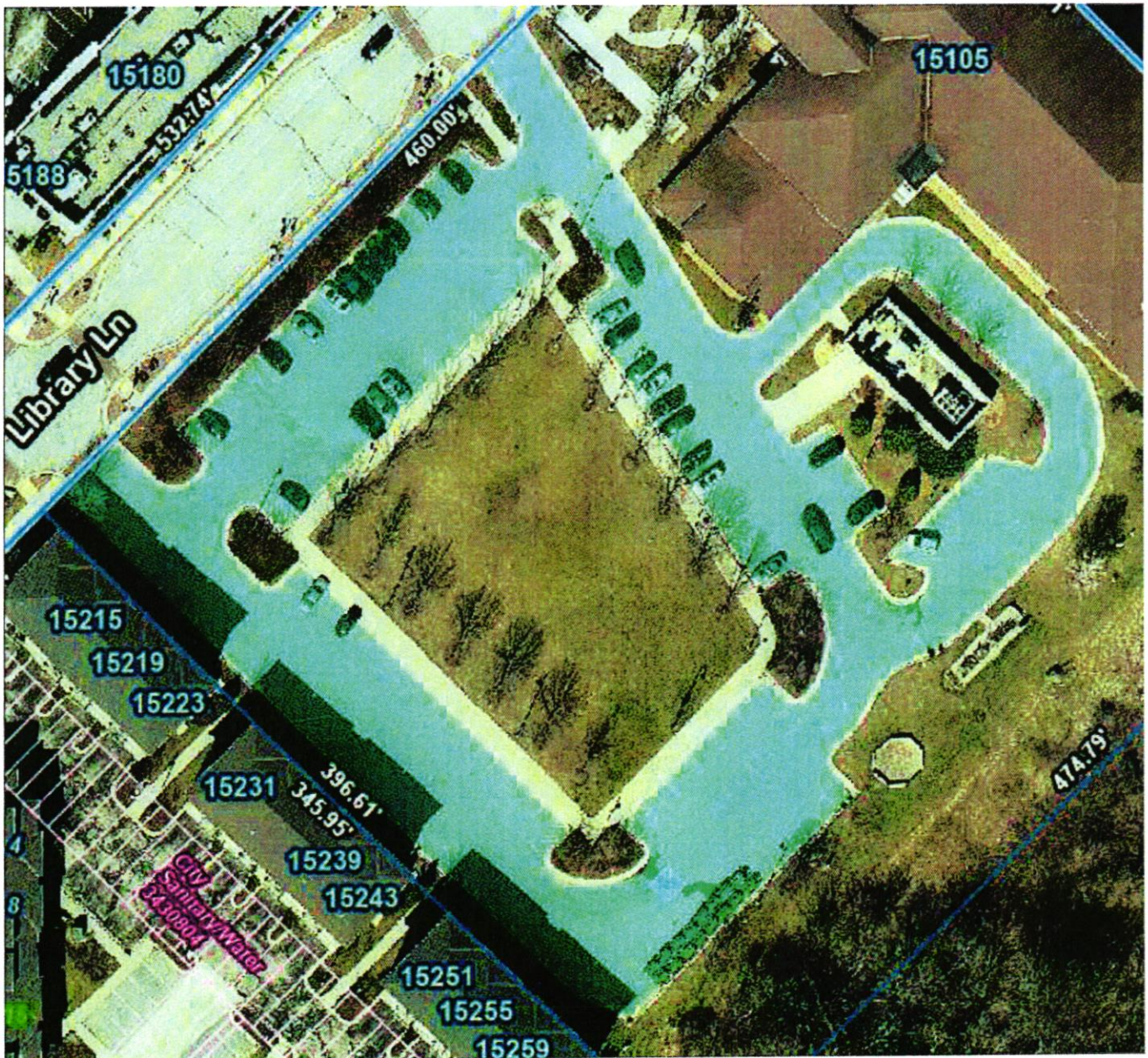
(Attach Power of Attorney)

Attest:

Signature and Title:

APPENDIX A
PROJECT DRAWINGS

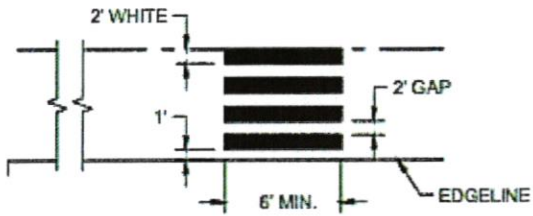
Library Parking Lot



Overall Layout

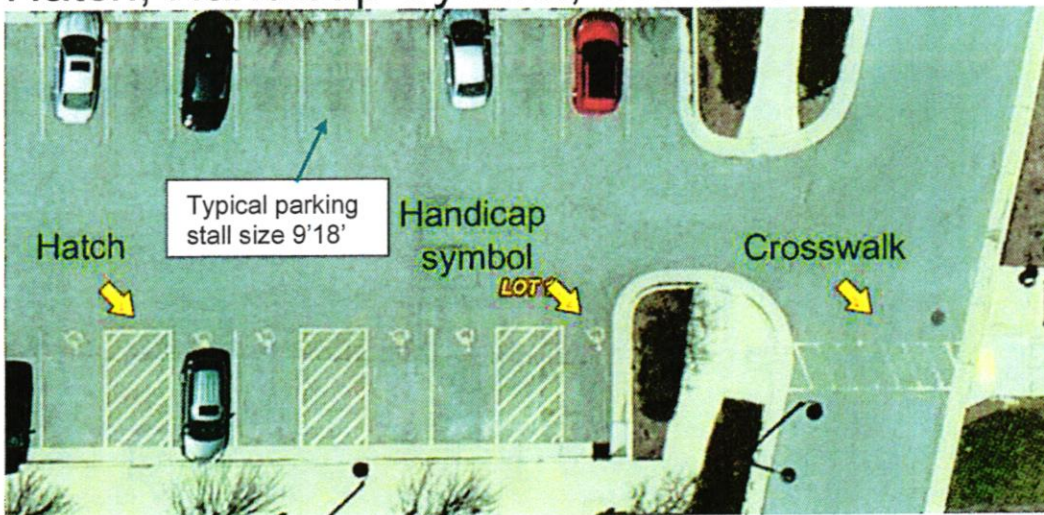


Crosswalk Detail

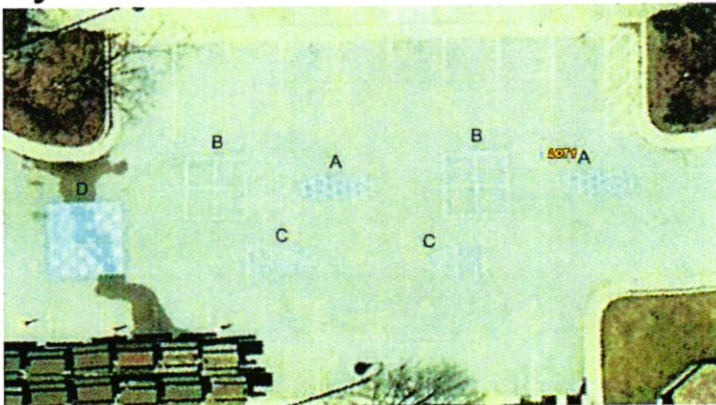


**TYPICAL PAVEMENT MARKING
FOR MID-BLOCK CROSSWALK**

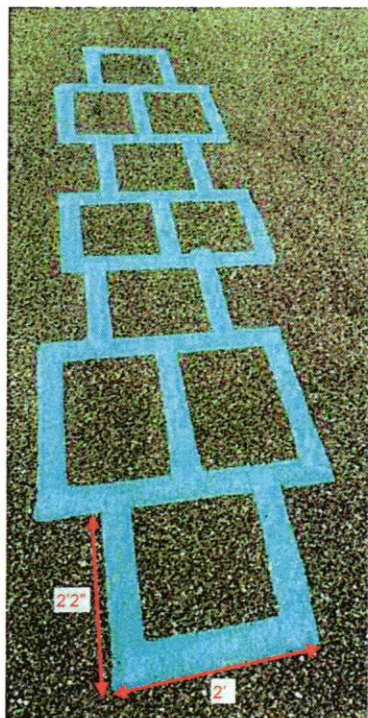
Hatch, Handicap Symbol, Crosswalk



Symbols



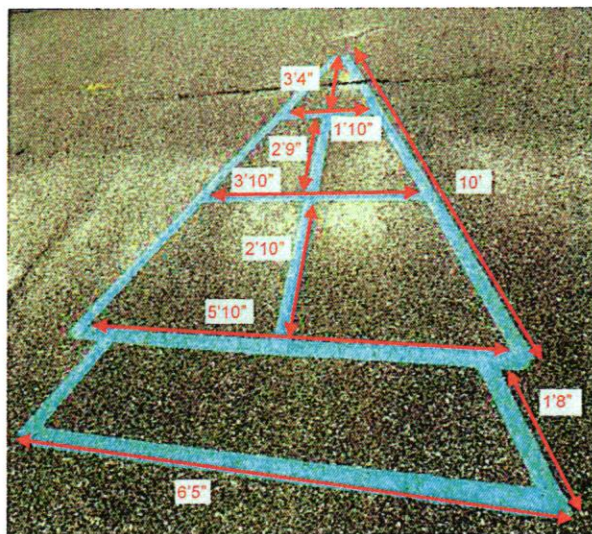
Symbol A



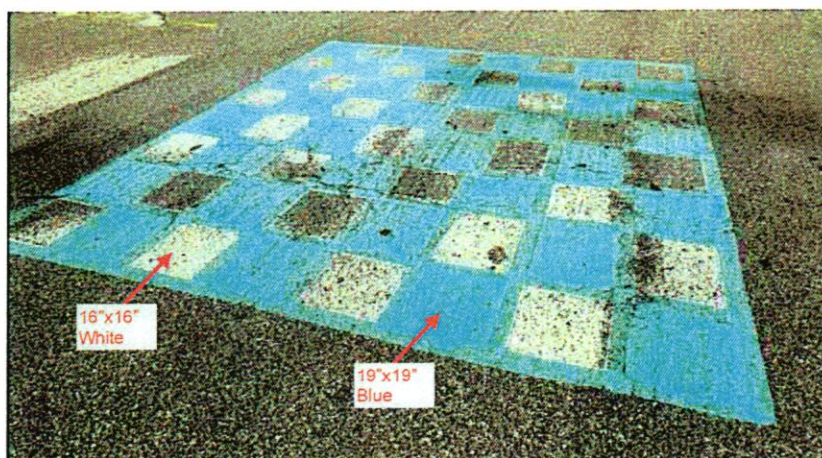
Symbol B



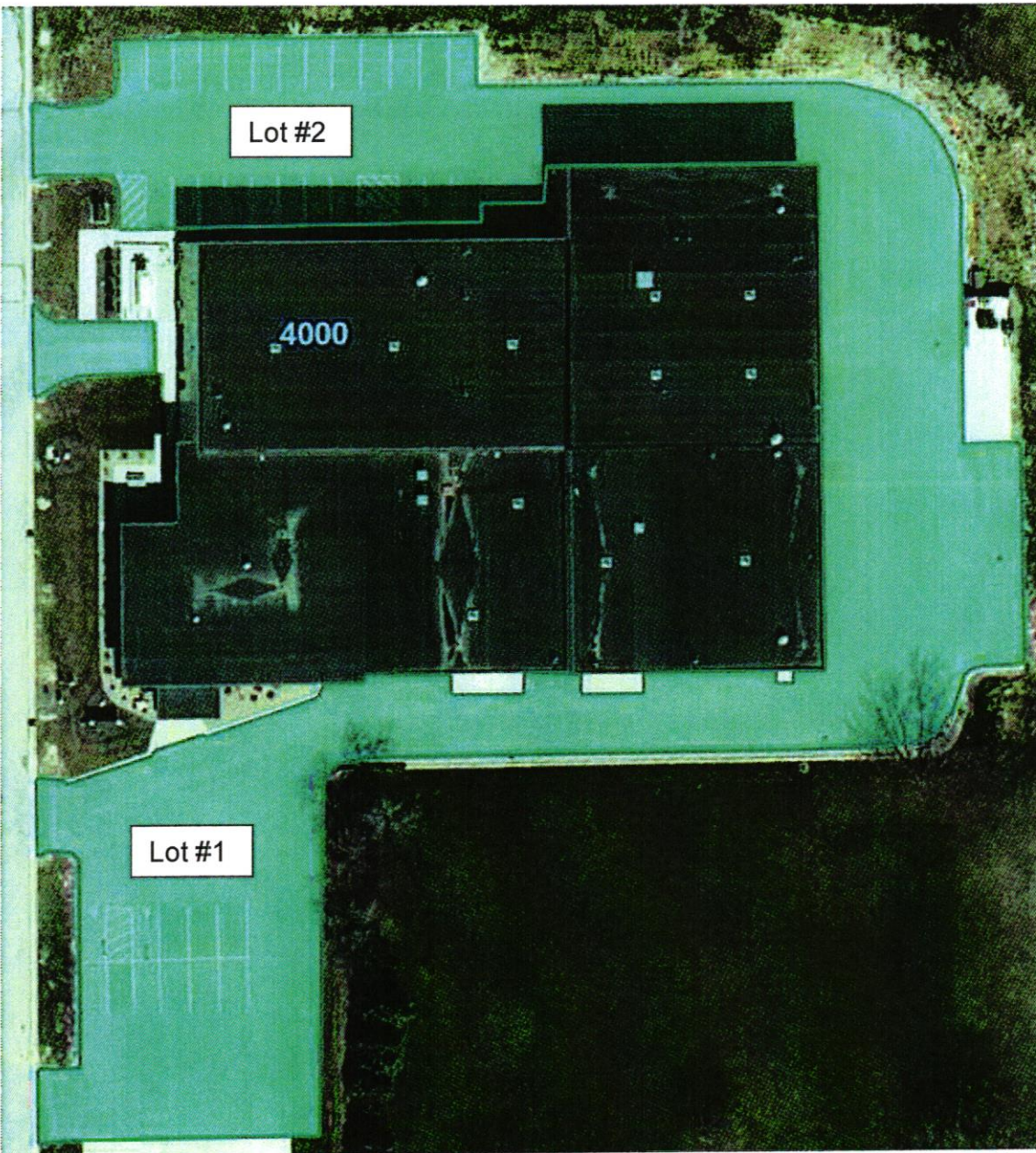
Symbol C



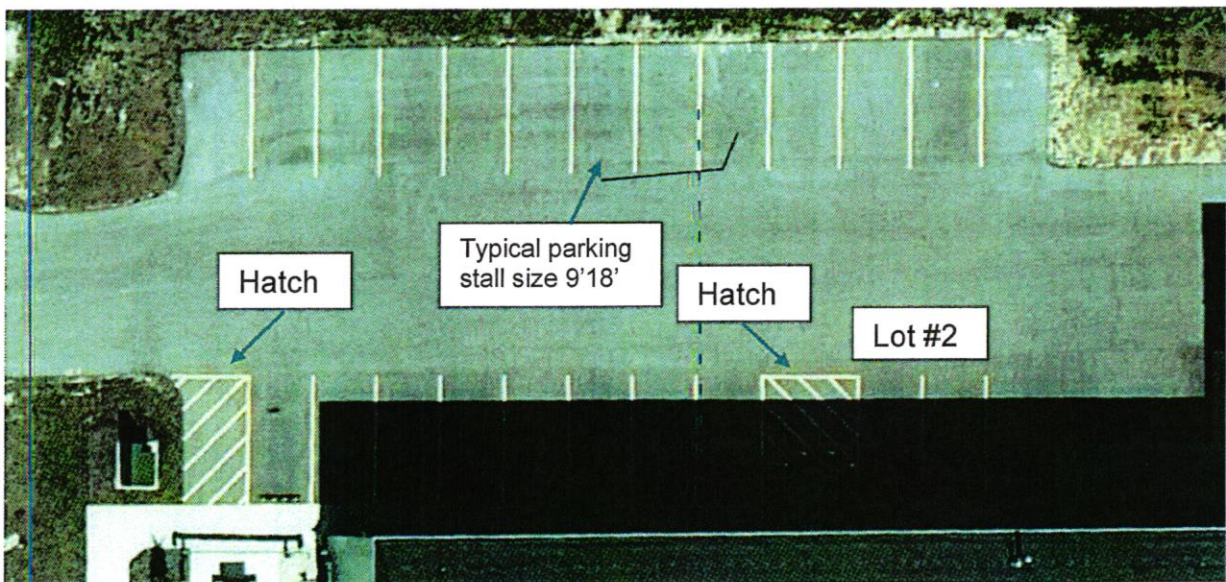
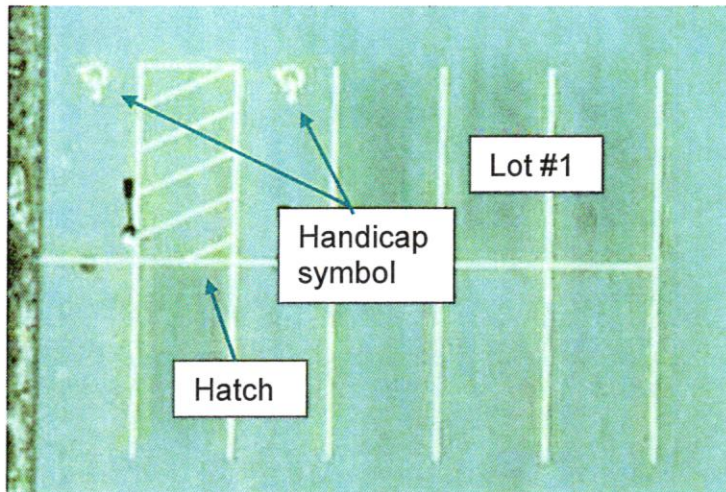
Symbol D



Water Utility Parking Lot



Detailed Views



STAFF REPORT

EXECUTIVE SUMMARY

APPLICANT: WI Department of Transportation / City of New Berlin

PROJECT: 2230-15-23 STH 59/Greenfield Avenue Right-of-Way Acquisition

LOCATION: STH 59/Greenfield Avenue from Brookfield Road to 124th Street

REQUEST: Recommend to Common Council the approval of a Professional Services Agreement for the Real Estate Acquisition services for the STH 59/Greenfield Avenue rehabilitation project 2230-15-23

D.C.D. RECOMMENDATION: Request that the Board of Public Works recommends to the Common Council to approve the Professional Services Agreement for the Real Estate Acquisition services for the STH 59/Greenfield Avenue rehabilitation project in the amount of \$58,100 from account 04251100 63002 C2024.

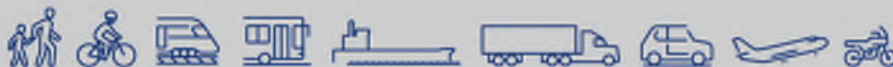
1. Funding for the STH 59/Greenfield Ave. rehabilitation project was approved as part of the 2024 CIP budget. The design services is being completed by WisDOT but the City is responsible administering the real estate acquisition services and appraisals. WisDOT will reimburse the City for this work when the project is complete.
2. The City received 4 proposals which were reviewed by a 3 member review team.
3. Construction is anticipated for STH 59/Greenfield Avenue from Brookfield Road to 124th Street in 2028, pending WisDOT scheduling
4. No Fee Simple purchases are anticipated.
5. Temporary Limited Easements are needed on 15 parcels to complete construction grading and restoration.

Attachments:

PSA
RFP
Proposal

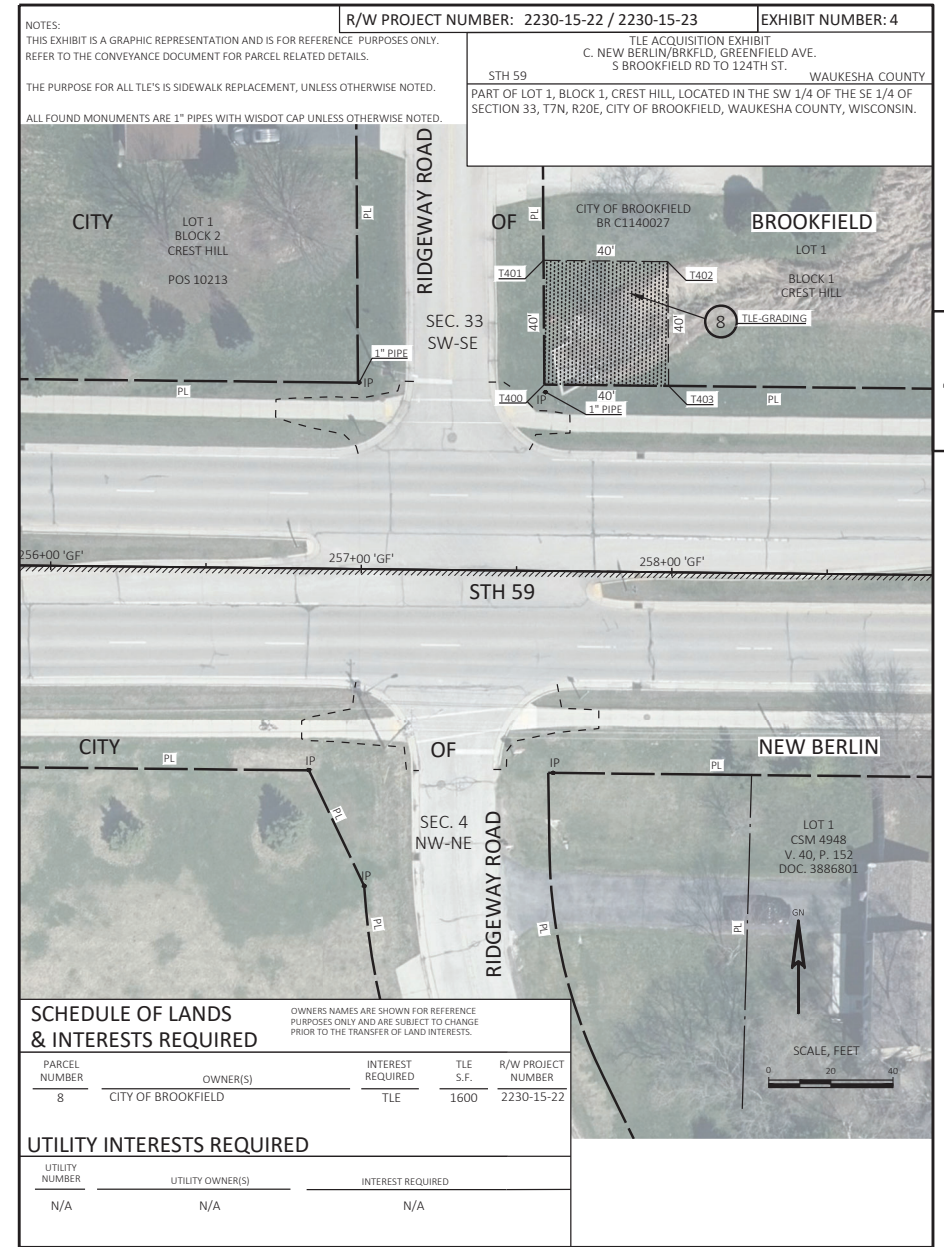
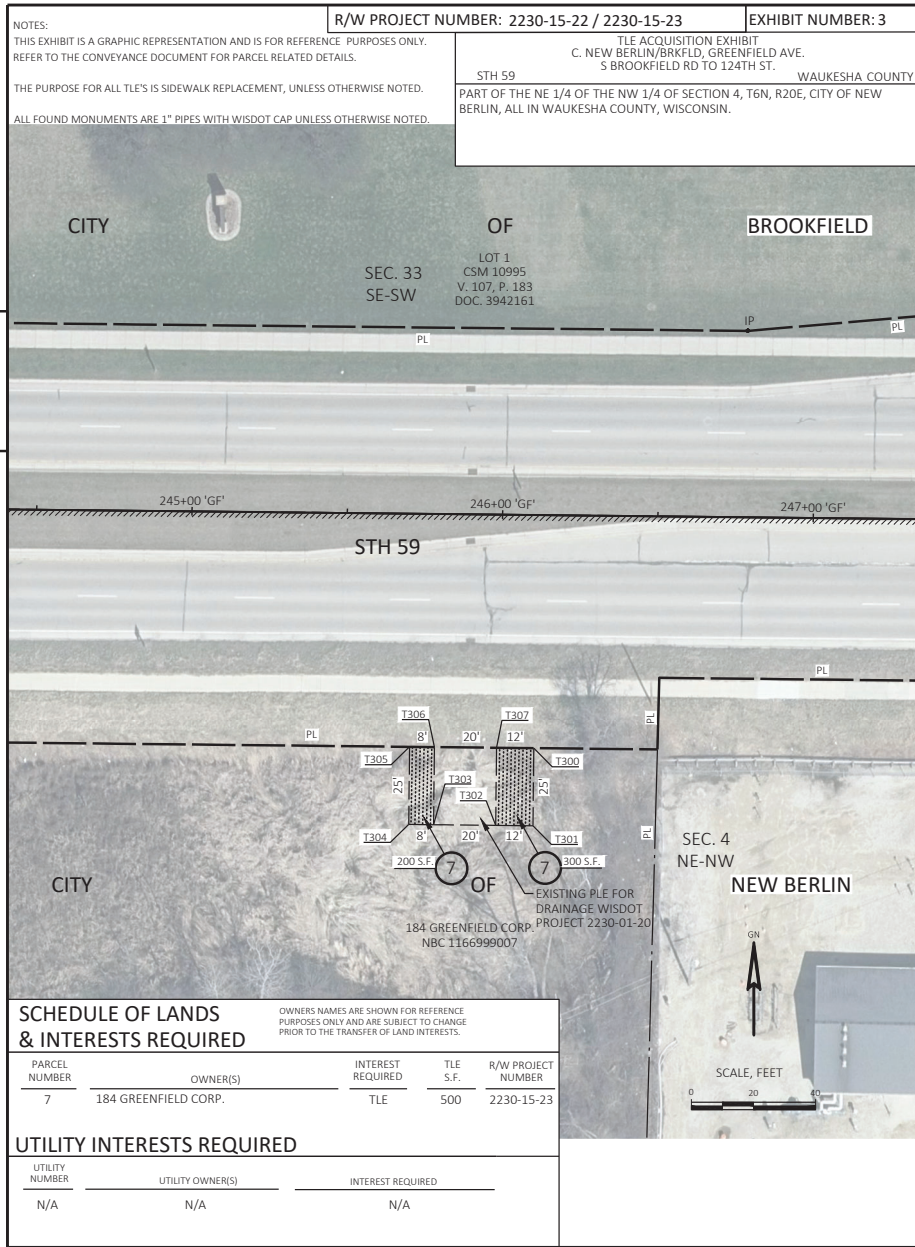
Project Location

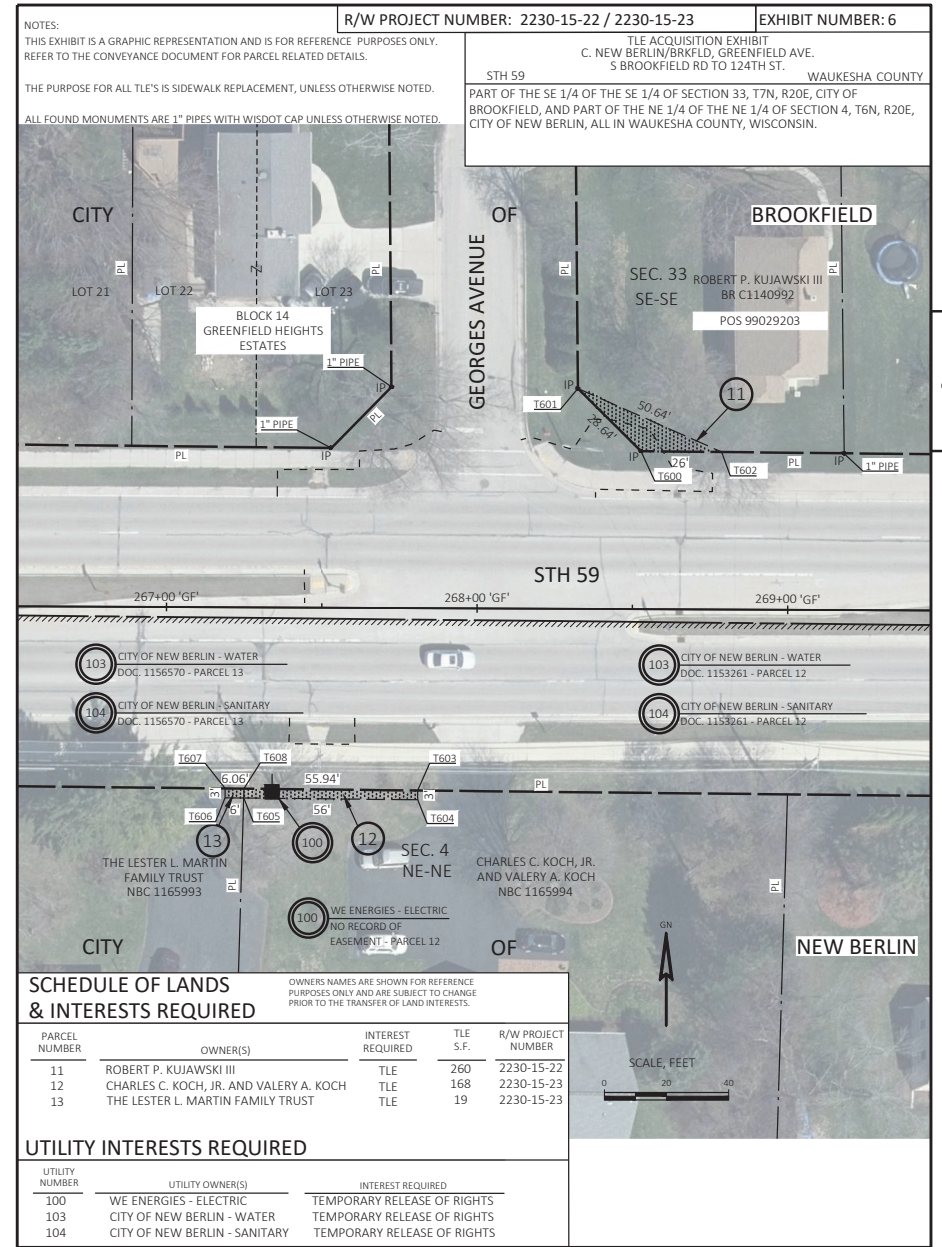
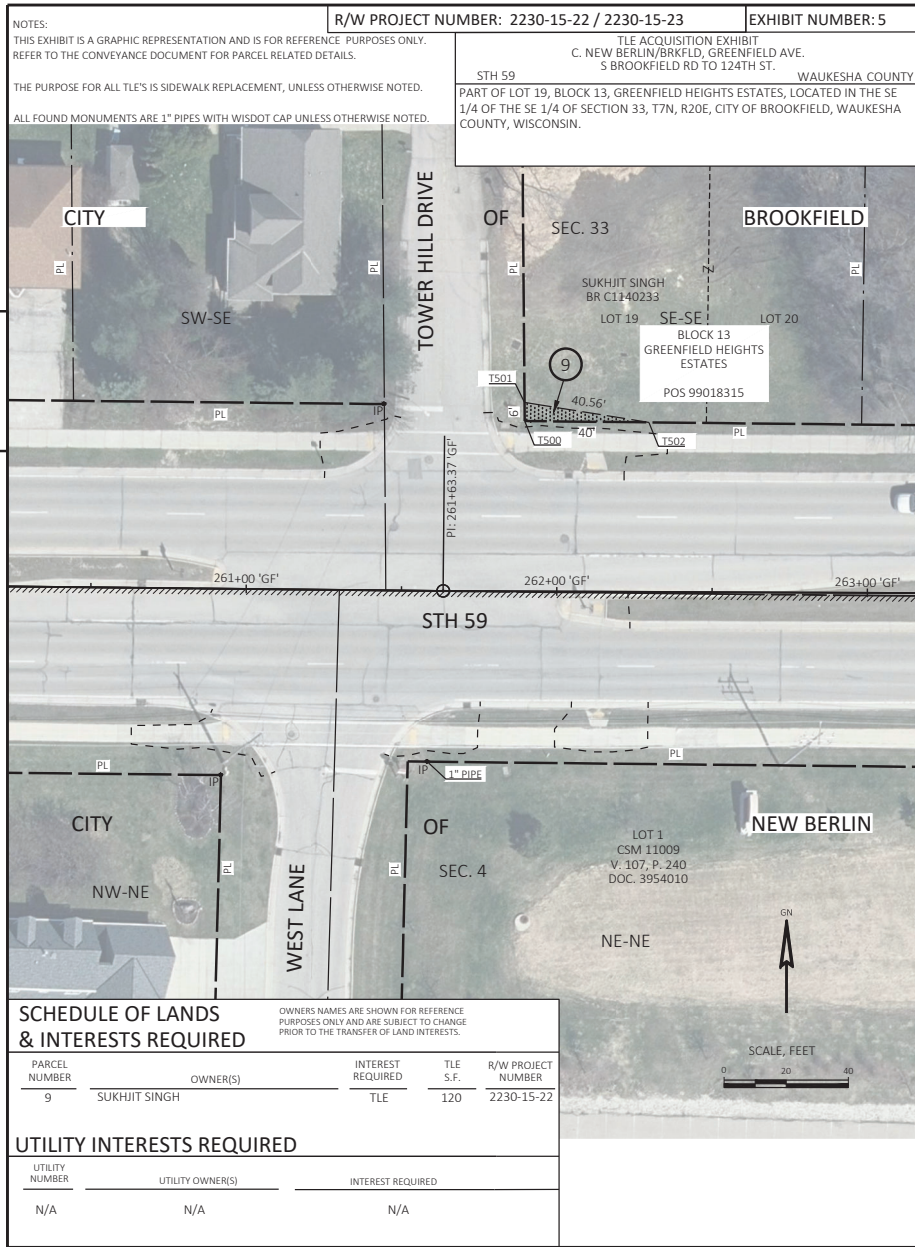
STH 59 Project Limits: Brookfield Rd to 124th St

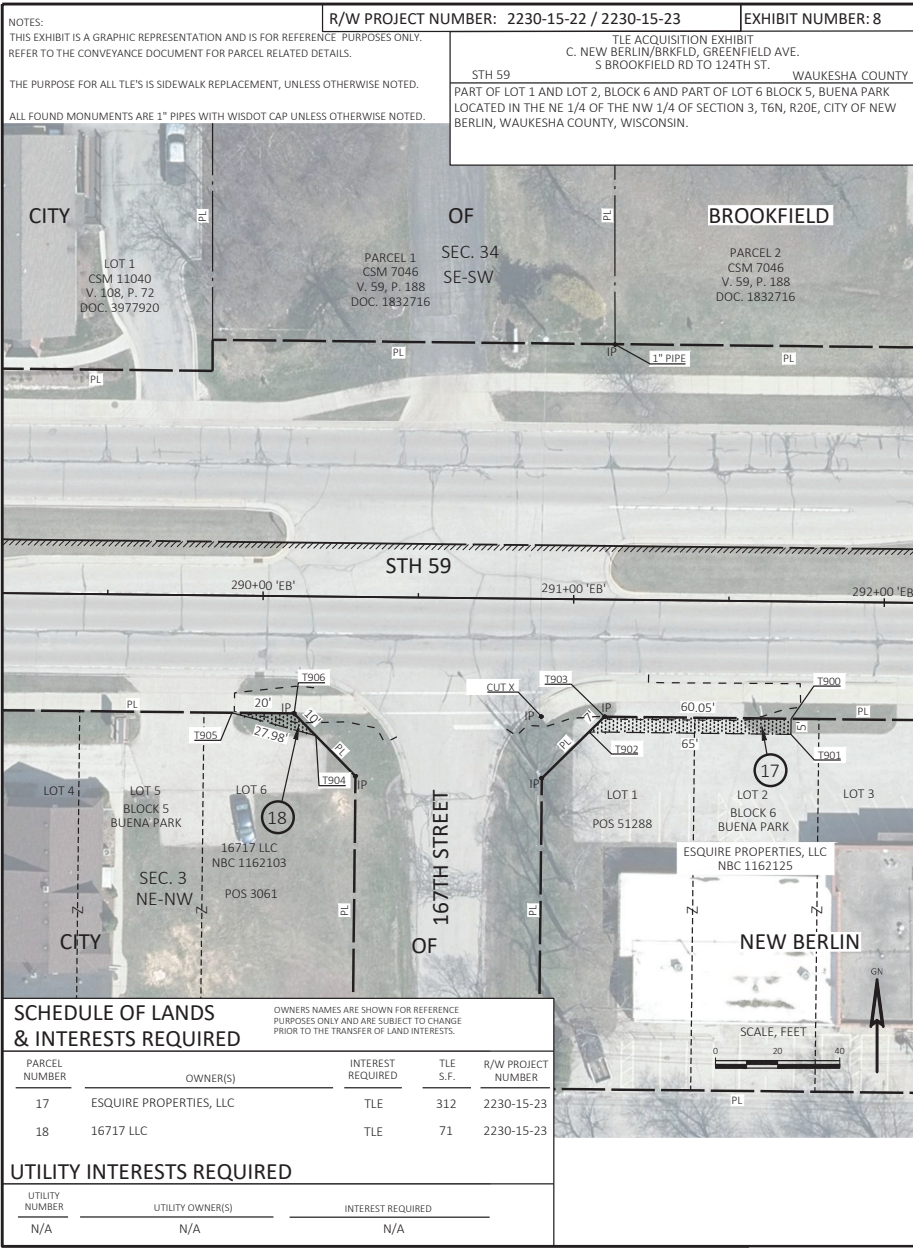
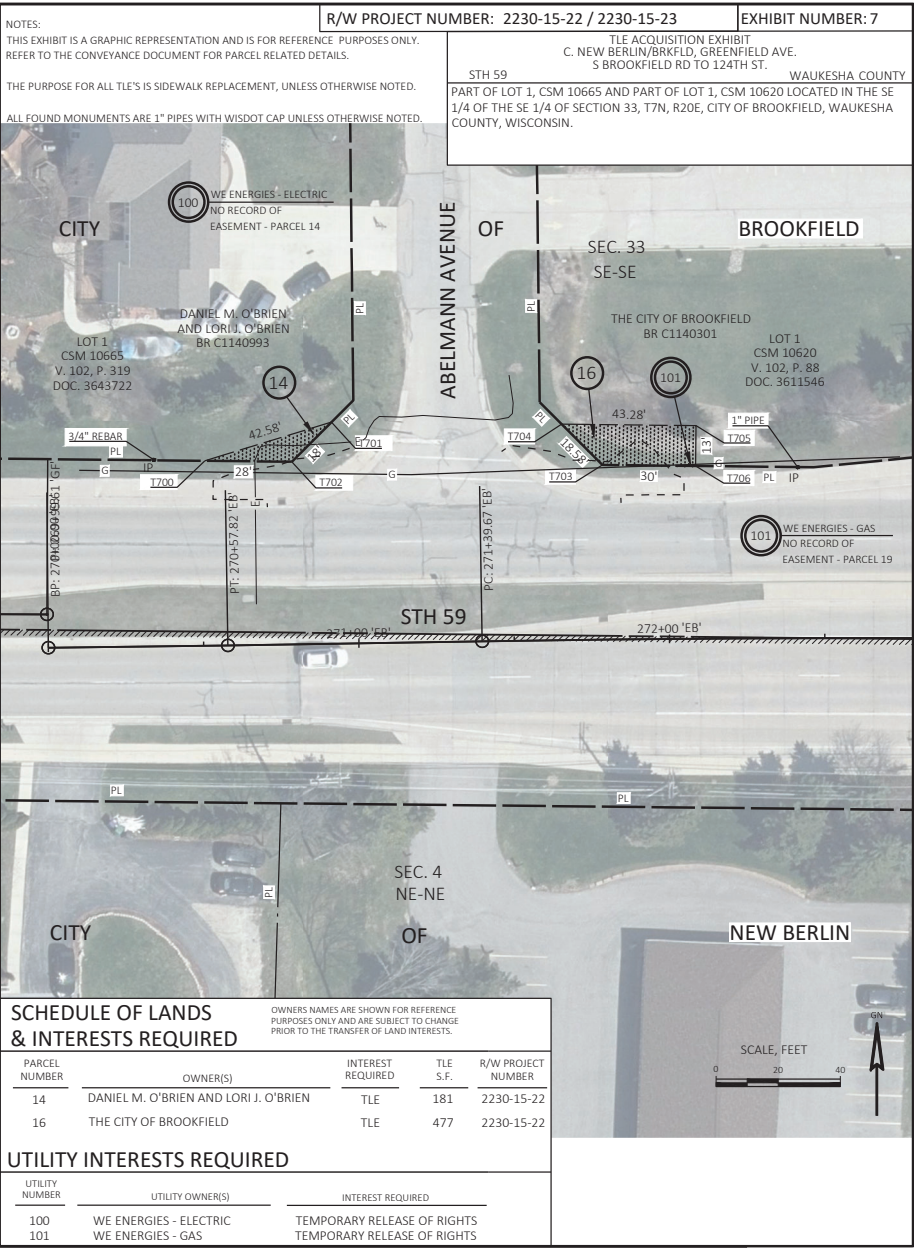


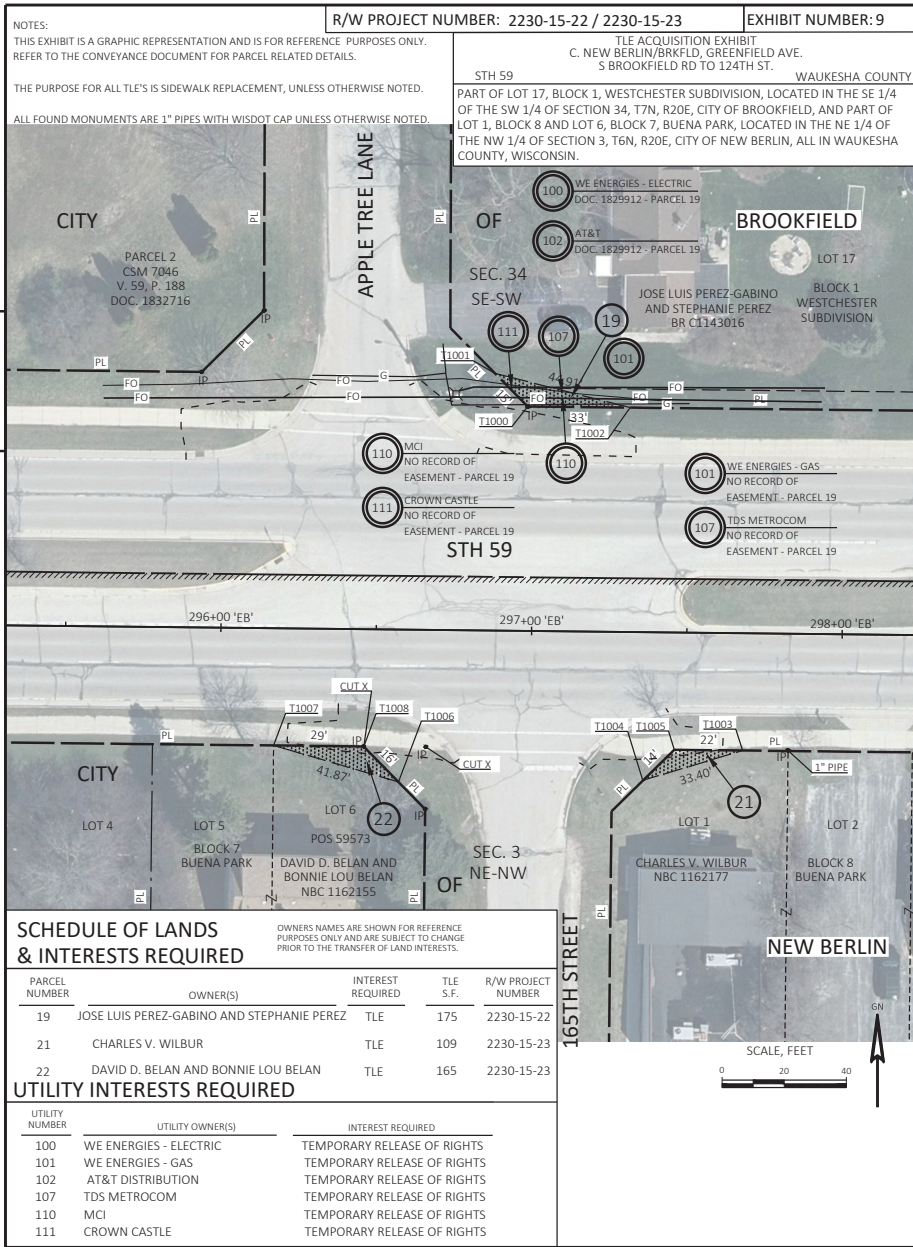
FILE NAME : TLE_EXHIBITS.DWG PLOT DATE : 2/13/2026 8:27 AM R/W PROJECT: 2230-15-22/2230-15-23

FILE NAME: TLE_EXHIBITS.DWG PLOT DATE: 2/13/2026 8:27 AM R/W PROJECT: 2230-15-22/2230-15-23





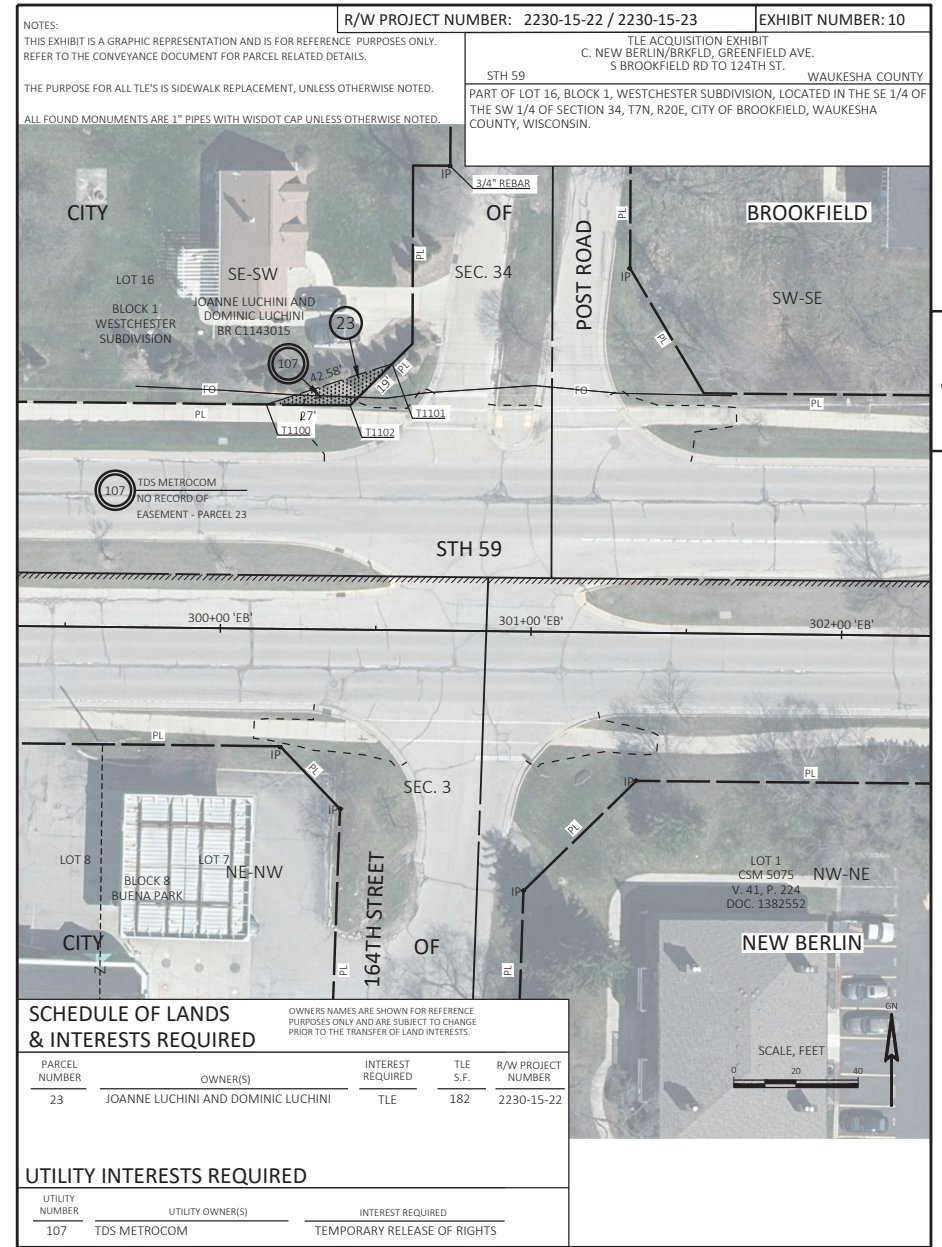




FILE NAME : TLE_EXHIBITS.DWG

PLOT DATE : 2/13/2026 10:44 AM

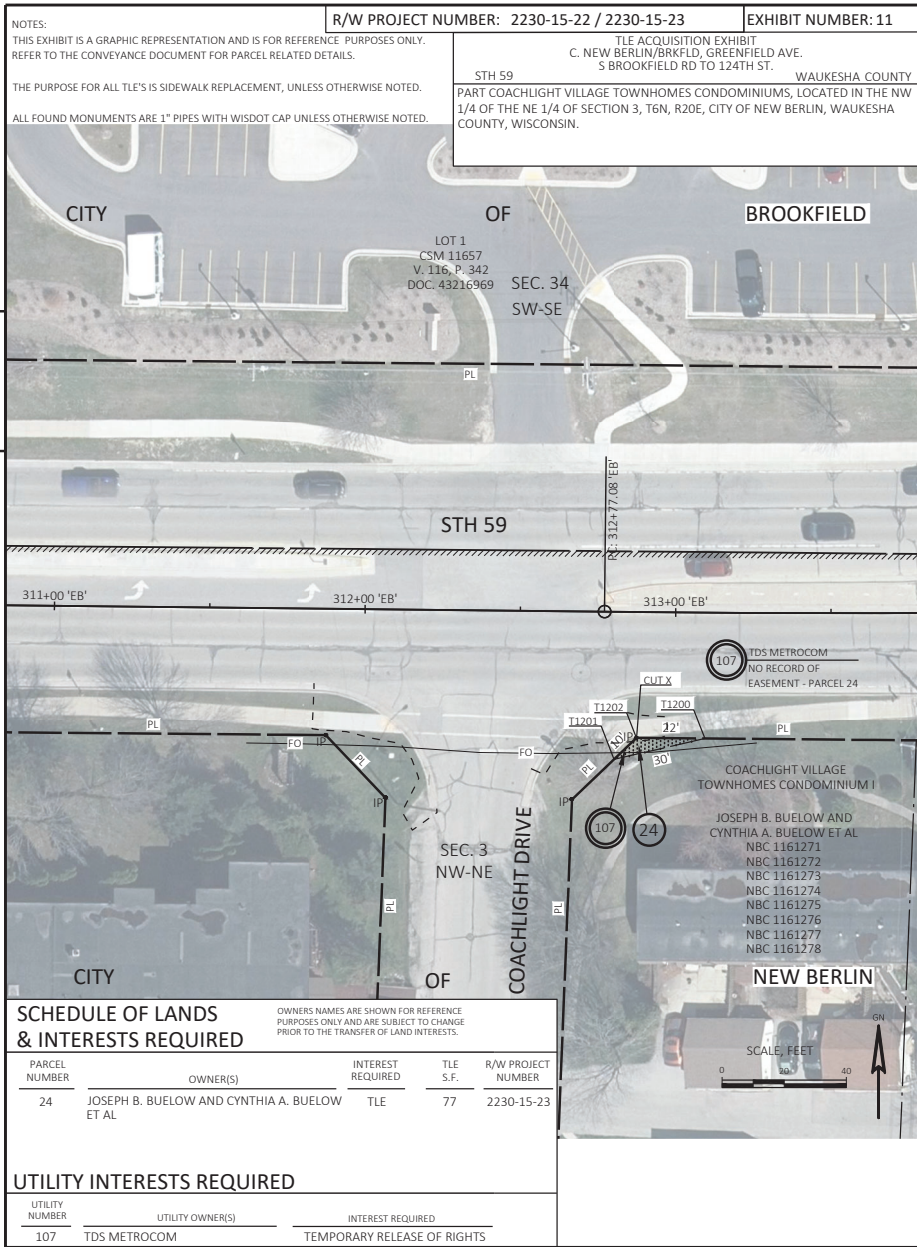
R/W PROJECT: 2230-15-22/2230-15-23



FILE NAME : TLE_EXHIBITS.DWG

PLOT DATE : 2/13/2026 10:44 AM

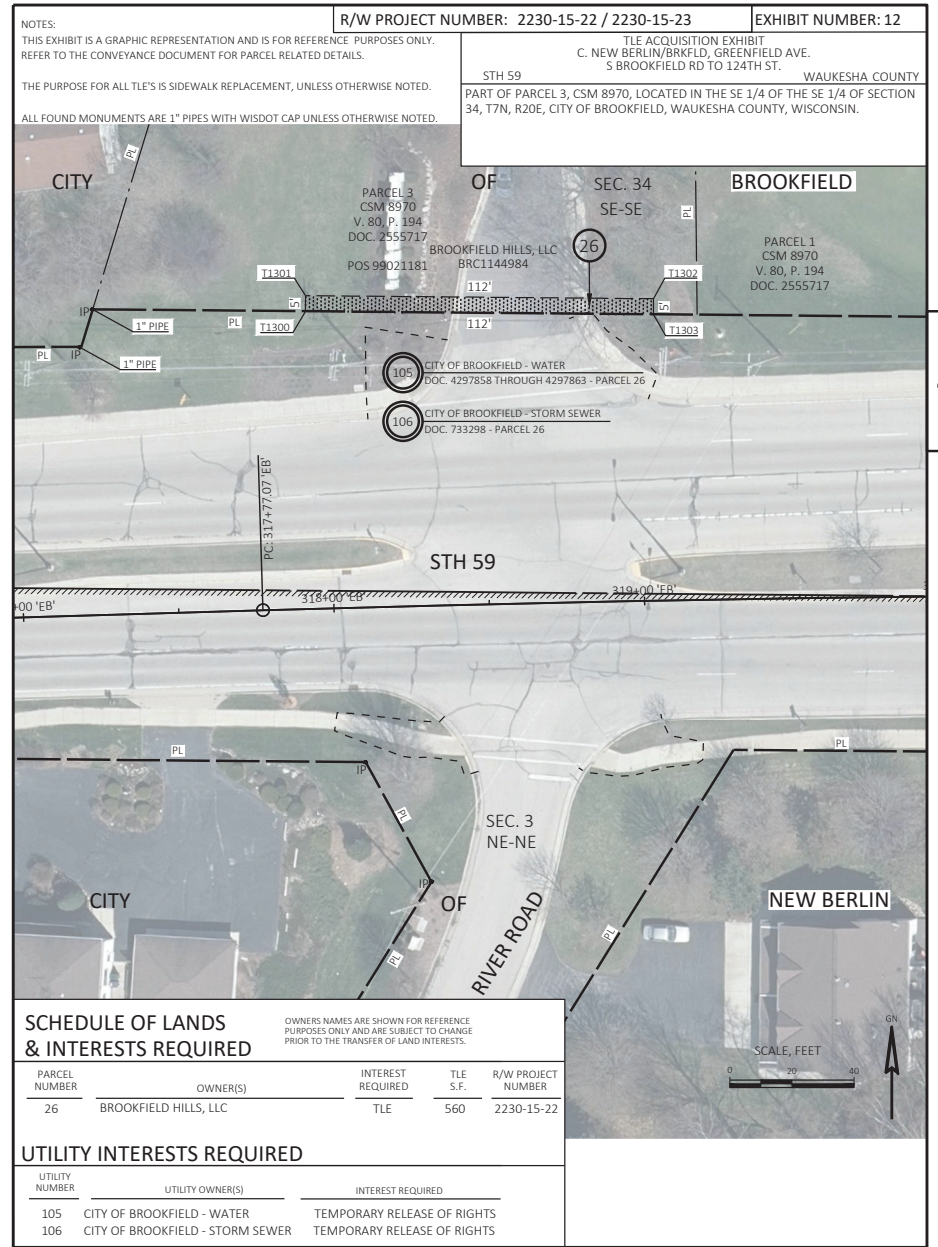
R/W PROJECT: 2230-15-22/2230-15-23



FILE NAME : TLE_EXHIBITS.DWG

PLOT DATE : 2/13/2026 8:30 AM

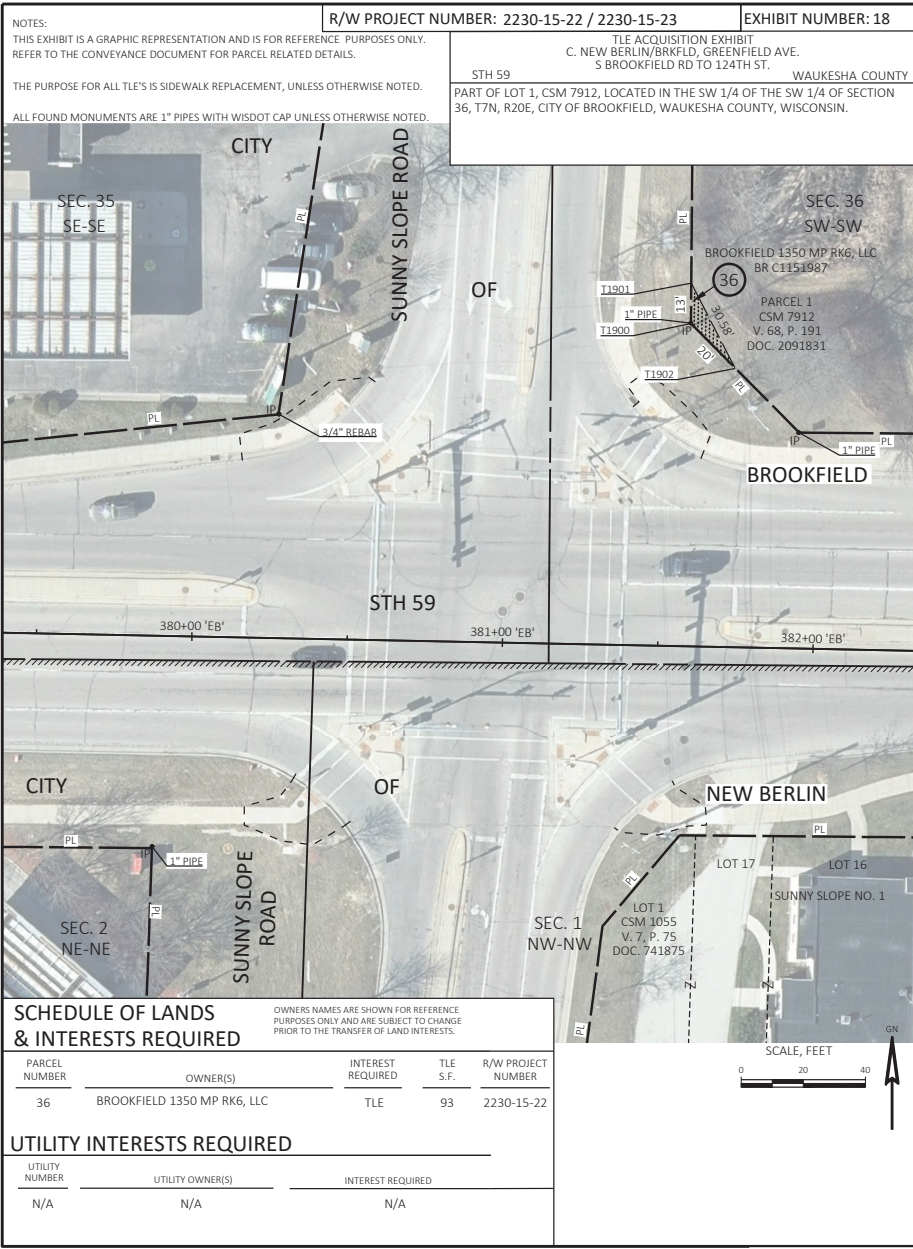
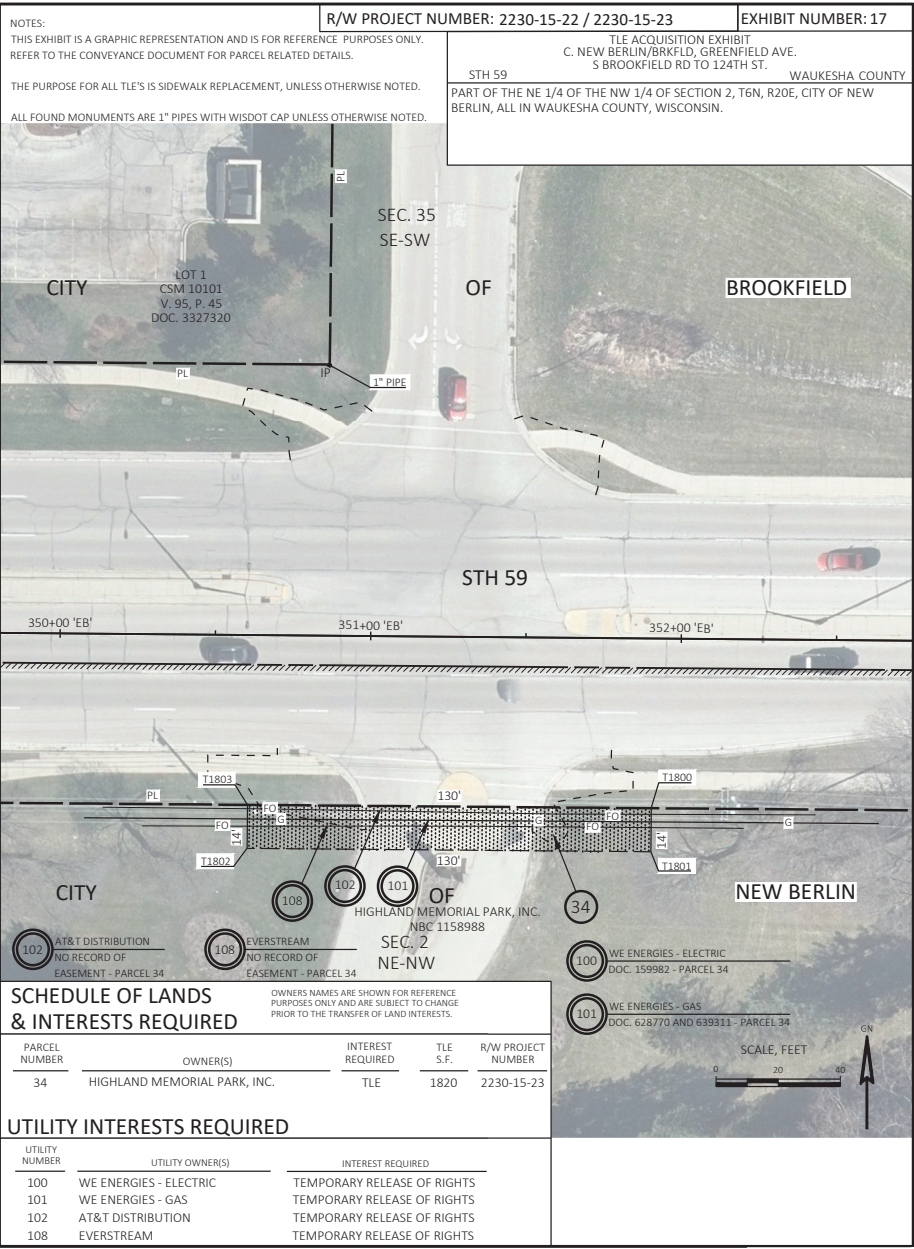
R/W PROJECT: 2230-15-22/2230-15-23

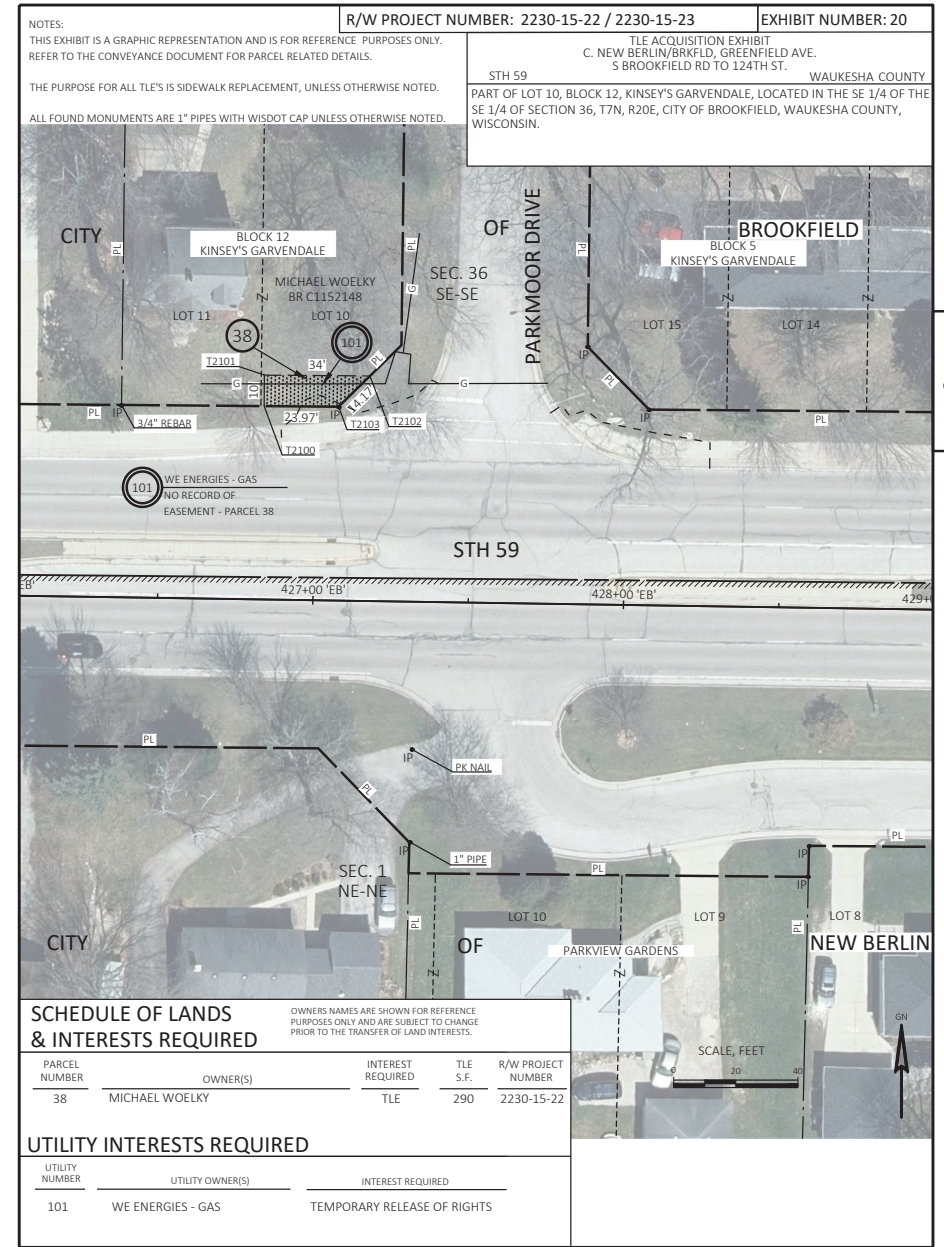
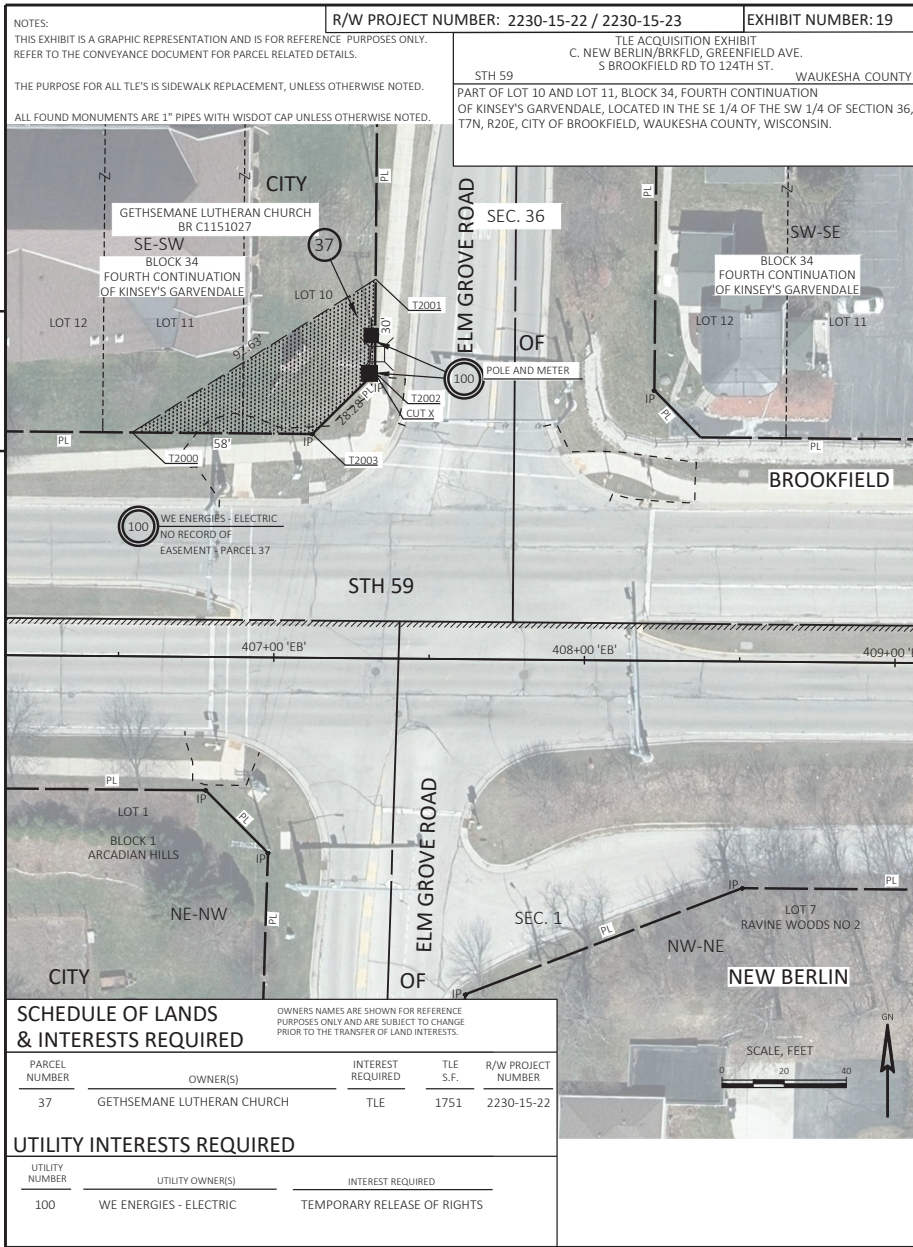


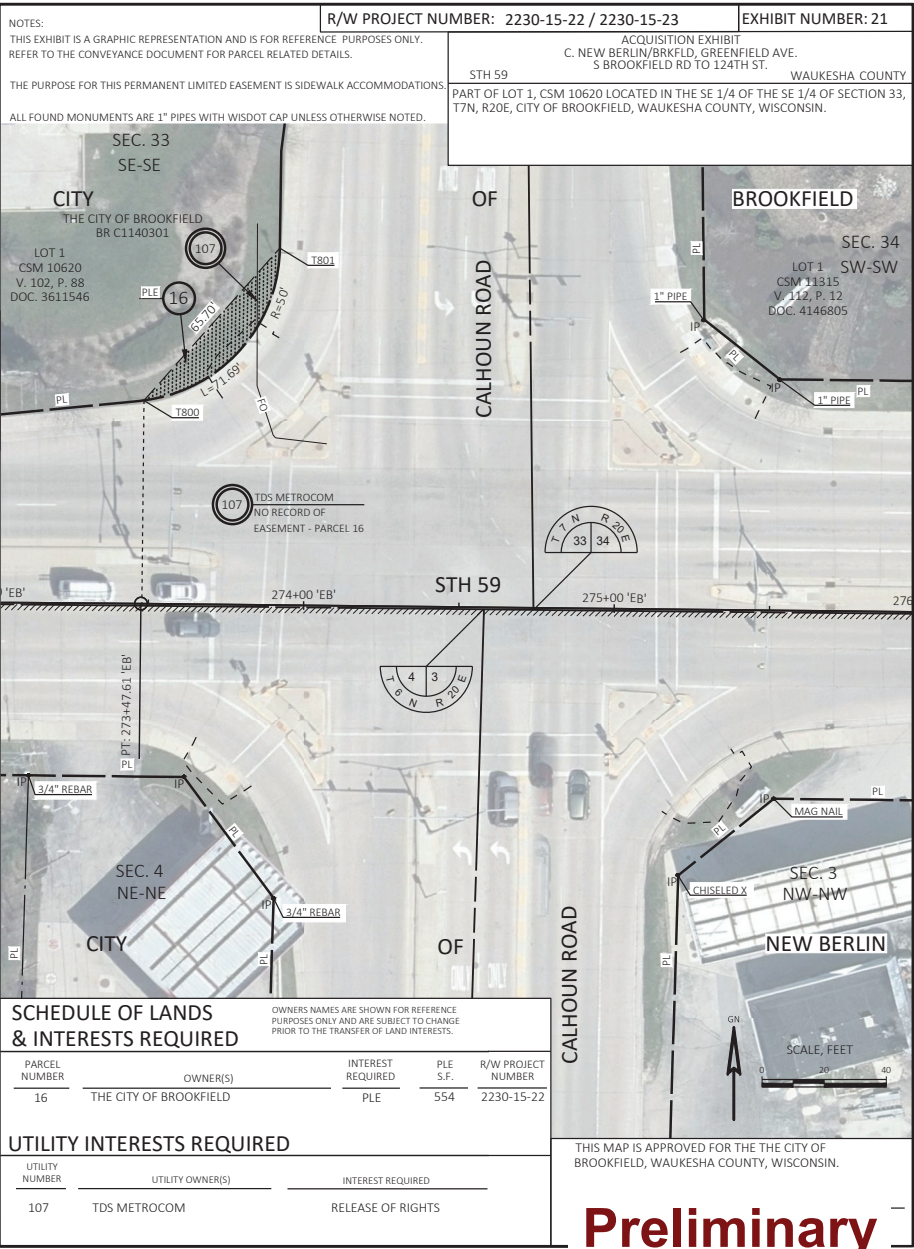
FILE NAME : TLE_EXHIBITS.DWG

PLOT DATE : 2/13/2026 8:30 AM

R/W PROJECT: 2230-15-22/2230-15-23







CONTRACT BETWEEN
THE
CITY OF NEW BERLIN
AND
SOUTHERN WISCONSIN ASSOCIATES
FOR
PROFESSIONAL ENGINEERING SERVICES

This agreement, entered into this _____ day of JUNE, 2026, by and between the CITY of New Berlin (CITY) and SOUTHERN WISCONSIN APPRAISAL (CONSULTANT);

WITNESS THAT:

WHEREAS, the CITY proposes a Right-of-way Appraisal and Acquisition PROJECT described as follows:

The purpose of this project is to reconstruct STH 59, Greenfield Avenue, from Brookfield Road to Calhoun Road, in the City of New Berlin, Waukesha County, Wisconsin. The length of the reconstruction is approximately 2.029 miles (south side of STH 59 only). The Consultant will perform negotiations and appraisal services as needed and as described in the attached Request for Proposal; including preparation of a project data book or a Sales Study. The project includes eminent domain real estate services, including valuation, and acquisition; and

WHEREAS, the CITY wishes to engage the services of a professional Right-of-Way Appraisal and Acquisition consultant to provide certain services as hereinafter set forth; and

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

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

SECTION I - RETENTION OF SERVICES

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

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

SECTION II - REQUIREMENTS

The CONSULTANT is required to:

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

SECTION III - SCOPE OF SERVICES

A. GENERAL

- (1) The work under this CONTRACT shall consist of performing those phases or portions of the Right-of-Way Appraisal and Acquisition for the Project necessary or incidental to accomplish the Project objectives and responsibilities that are hereinafter specified.
- (2) The CONSULTANT shall furnish all services and labor necessary to conduct and complete the work, and shall furnish all materials, equipment, supplies, and incidentals other than those which are hereinafter designated to be furnished by others.
- (3) The work under this CONTRACT shall at all times be subject to the approval of the CITY ENGINEER.
- (4) The services under this CONTRACT shall be performed in accordance with generally accepted standards of the profession.
- (5) The CONSULTANT shall from time to time during the progress of the work confer with the CITY ENGINEER, and shall prepare and present such information as may be pertinent and necessary or as may be requested by the CITY ENGINEER to enable judgment to be passed on the features of the work. The CONSULTANT shall make such changes, amendments, or revisions in the detail of the work as may be required by the CITY ENGINEER. The CITY ENGINEER reserves the right to select the alternative(s) to be pursued and may request additional alternatives be studied, subject to Section XIII - Change, if applicable.
- (6) The CONSULTANT shall do, perform, and carry out all of the tasks and obligations outlined in this CONSULTANT's Proposal, dated May 29, 2026, hereby referenced and incorporated into this CONTRACT as Exhibit B. In the event of a conflict between the provisions of this CONTRACT and Exhibit B, the provisions of the CONTRACT shall govern. The CONSULTANT shall complete all the work under this CONTRACT without substantial change to the Project Team or the Project

Approach as specified in the CONSULTANT's Proposal.

B. WORK TASKS

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

SECTION IV - SPECIFIC CONDITIONS OF PAYMENT

- A. The CONSULTANT shall be compensated for the services described above on a lump sum fee of \$58,100. It is expressly understood by the parties hereto that under no circumstances shall the total CONTRACT Price exceed the lump sum amount of \$58,100 except as provided herein.
- B. **PROGRESS PAYMENTS.** The CONSULTANT shall submit invoices to the CITY ENGINEER for partial payment of fees, from time to time during the progress of the work, but not more frequently than on a monthly basis. Such invoices shall cover payment to the CONSULTANT for work performed by the CONSULTANT on each individual work activity. Invoices shall show hours worked on each activity and the amount of work completed. A brief progress report shall accompany each invoice. The CITY ENGINEER will examine each such invoice, and if found to be acceptable according to the CONTRACT, payment shall be made. Final payment of the balance due the CONSULTANT for the completed project shall be made upon completion and acceptance of the work performed. The CITY shall pay the CONSULTANT's approved invoices within sixty (60) days after invoice receipt. Where CITY reasonably disputes some portion of the charges contained in the CONSULTANT's bill for services, the CITY shall make prompt payment of that portion of the bill which is undisputed and shall notify the CONSULTANT in writing of the reason for its dispute.

SECTION V - TIME OF PERFORMANCE

- A. The services to be performed under the terms and conditions of the CONTRACT shall be in force and shall commence upon execution of the CONTRACT by the CONSULTANT and upon written notice from the CITY ENGINEER to proceed. The work under this contract shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this CONTRACT.
- B. It is the intent of the CITY and the CONSULTANT that all of the services required to be performed hereunder by the CONSULTANT shall be finished by December 30, 2026.
- C. In addition to all other remedies inuring to the CITY should the CONTRACT not be completed by the time frame specified in accordance with all of its terms, requirements and conditions therein set forth, the CONSULTANT shall continue to be obligated thereafter to fulfill CONSULTANT's responsibility to complete the scope of services and to execute any necessary amendments to this CONTRACT. Delays in completing the work within the time provided for completion as specified elsewhere in the CONTRACT, for reasons attributable to the CITY, may constitute justification for additional compensation to the extent of documentable increases in costs of labor, services or materials as a result thereof. Failure of

the CONSULTANT to submit a formal written request for an extension of time prior to the expiration of the CONTRACT shall constitute a basis for denying any cost adjustments for reasons of such delay.

D. DELAYS

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

SECTION VI - CONDITIONS OF PERFORMANCE AND COMPENSATION

A. PERFORMANCE.

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

B. PLACE OF PERFORMANCE.

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

C. COMPENSATION.

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

D. ADDITIONAL FRINGE OR EMPLOYEE BENEFITS.

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

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

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

General Liability:

General Aggregate	\$1,000,000
Products Comp/Ops Aggregate	\$1,000,000
Personal/Advertising Injury	\$ 500,000
Each occurrence	\$ 500,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

Automobile Liability:

CSL	\$ 50,000
-----	-----------

Excess Liability:

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

Workers' Compensation and Employers' Liability

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

Professional liability:

Aggregate/Occurrence	\$1,000,000
----------------------	-------------

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 CONSULTANT 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.

F. SUBCONTRACTING.

The CONSULTANT shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the CITY ENGINEER.

SECTION VII - METHOD OF PAYMENT

The CITY agrees that subsequent to the full and complete performance of this CONTRACT, and satisfactory performance of the services as specified in Section II and Section III, to pay the amount or amounts as herein set forth. The conditions of payment are as follows: Compensation for services required under this CONTRACT shall be paid as partial payment of fees, from time to time during the progress of the work, but not more frequently than on a monthly basis, contingent upon each activity being reviewed for approval, and being approved for payment by the CITY ENGINEER, as stipulated in Section IV.

SECTION VIII - INDEMNIFICATION

- A. To the fullest extent allowable by law, the CONSULTANT hereby indemnifies and shall defend and hold harmless the CITY, its elected and appointed officials, officers and

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, interests, attorney's 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 claim to be caused, occasioned or contributed to in whole or in part by reason of any action, omission, fault or negligence whether active or passive of a contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this agreement. CONSULTANT'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 its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this agreement.

- B. Notwithstanding the foregoing, nothing contained within this agreement is intended to be a waiver or an estoppel of the CITY or its insurer's ability to rely upon the limitations, defenses and immunities contained with Wisconsin law, including but not limited to those set forth in Wisconsin Statute Section 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the CITY or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law. The CITY's obligation to indemnify hereunder is subject to the availability and limits of applicable insurance coverage. Under no circumstances shall the CITY be required to indemnify the contract of its own negligence or intentional conduct.
- C. In any and all claims against the CITY, its elected and appointed officials, officers, employees or authorized representatives or authorized volunteers by an employee of the CONSULTANT, any subconsultant or any one for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.
- D. The CONSULTANT shall reimburse the CITY, its elected and appointed officials, officer, employees or authorized representatives or volunteers 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 this agreement shall be construed in favor of the indemnified parties except where such interpretation would violate the laws of the State of Wisconsin.

SECTION IX - REGULATIONS

- A. The CONSULTANT agrees to comply with all of the requirements of all federal, state and local laws as well as codes, specifications and requirements related to the performance of the work under this CONTRACT.
- B. Notwithstanding any other clause written herein, CONSULTANT 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 CONSULTANT shall provide the information as requested and charge no more than the cost to copy said information.

SECTION X - FINAL SETTLEMENT

The CONSULTANT shall notify the City in writing when the CONSULTANT has determined that the Services under this CONTRACT have been completed. Upon the CITY's subsequent determination that the Services have been satisfactorily completed, the CITY will provide written notification to the CONSULTANT acknowledging formal acceptance of the completed Services. Unless the CONTRACT has been terminated prior to the completion of the Services, the CONTRACT shall not be considered terminated upon completion and acceptance of the Services, or upon final payment therefore, but shall be considered to be in full force and effect for the purposes of requiring the CONSULTANT to make revisions or corrections in the Services as are necessary to correct errors or omissions made by the CONSULTANT in the Services performed under Section III-A-5, or for the purposes of having the CONSULTANT make revisions in the Services at the request of the CITY as "Extra Services". The CONTRACT shall be considered terminated when the construction of the project has progressed sufficiently to make it manifest that the construction can be completed without further revisions in the services, or the CONSULTANT is released prior to such time by written notice from the CITY, or if more than three (3) years have elapsed following formal written notification of final acceptance of the services by the CITY.

SECTION XI - TERMINATION OF CONTRACT FOR CAUSE

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

SECTION XII - TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this CONTRACT at any time for any reason by giving at least ten (10) days notice in writing from the CITY to the CONSULTANT. If the Contract is terminated by the CITY as provided herein, the CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services

of the CONSULTANT covered by this CONTRACT, less payments for such services as were previously made plus all reimbursed expenses payable under this CONTRACT. CONSULTANT shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. If this CONTRACT is terminated due to the fault of the CONSULTANT, Section X thereof, relative to termination, shall apply.

SECTION XIII - CHANGES

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

SECTION XIV - PERSONNEL

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

SECTION XV - ASSIGNABILITY

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

SECTION XVI - RECORDS

- A. ESTABLISHMENT AND MAINTENANCE OF RECORDS.

Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this CONTRACT. Except as otherwise authorized, such records shall be maintained for a period of three (3) years after receipt of the final payment under this CONTRACT.

B. DOCUMENTATION OF COSTS.

Record of all costs shall be maintained by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this CONTRACT and shall be clearly identified and readily accessible.

SECTION XVII - REPORT AND INFORMATION

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

SECTION XVIII - AUDITS AND INSPECTIONS

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

SECTION XIX - CONFLICT OF INTEREST

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

SECTION XX - DISCRIMINATION PROHIBITED

- A. In all hiring or employment made possible by or resulting from this CONTRACT there will not be any discrimination against any employee or applicant for employment because of race, color, sex orientation, religion, sex or national origin, and affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sexual orientation, gender or national origin. This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved, setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard of race, color, religion, sex orientation, sex or national origin.
- B. No person in the United States shall, on the grounds of race, color, religion, sexual orientation, gender or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this CONTRACT. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
- C. The CONSULTANT will cause the foregoing provisions of this section to be inserted in all subcontracts, if any, for any work covered by this CONTRACT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw material.

SECTION XXI - OWNERSHIP OF DOCUMENTS

Upon completion or termination of this CONTRACT, all PROJECT CONTRACT documents including an electronic file of computer aided record drawings and field inspection reports, shall be delivered to and become the property of the CITY. These record drawings and reports, etc., may be used without restriction by the CITY for any public purpose 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 CONSULTANT, excepting for errors and omissions associated with the completed project services and documents performed under this CONTRACT.

SECTION XXII ESTIMATES

The estimates of cost and material quantities for each project provided herein are to be prepared by the CONSULTANT through the exercise of their experience and judgement in applying presently available information. It is recognized that the CONSULTANT has no control over certain costs.

SECTION XXIII DATA

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

SECTION XXIV ACCURACY OF INFORMATION

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

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

In the Presence of



Southern Wisconsin Appraisal, Senior Appraiser

June 12, 2026

Consultant

Title

Date

CITY OF NEW BERLIN

Mayor

Date

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

Treasurer/Comptroller

Date

Clerk

Date

Approved as to form this ____ day of

_____, 20__.

City Attorney

Date

EXHIBIT A

REQUEST FOR PROPOSAL

EXHIBIT B

CONSULTANT'S PROPOSAL

REQUEST FOR PROPOSALS

Description	Real estate services necessary for the valuation and acquisition of property being acquired for the Wisconsin Department of Transportation highway project 2230-15-23.
Project Purpose	The purpose of this project is to reconstruct STH 59, Greenfield Avenue, from Brookfield Road to Calhoun Road, in the City of New Berlin, Waukesha County, Wisconsin. The length of the reconstruction is approximately 2.029 miles (south side of STH 59 only). The selected Consultant will perform negotiations and appraisal services as needed and as described in this RFP; including preparation of a project data book or a Sales Study. There are approximately 15 parcels involved: 15 parcels are temporary limited easements and 0 parcels in fee. This solicitation is for eminent domain real estate services, including valuation, and acquisition.
Location	STH 59, Greenfield Avenue, from Brookfield Road to Calhoun Road, New Berlin, WI
Work to be Performed By Selected Consultant	Services include but are not limited to: • Provide a Real Estate Project Manager • Participate in Pre-Project Conferences • Project Data Book (needed if Appraisals will be *Short Form) • OR • Sales Study (needed if Appraisals will be *Abbreviated Standard) • Preparation of All Parcel Files • Preparation of Certification of LPA R/W (form 3028) • Prepare and Maintain Project Spreadsheets • Prepare All Appropriate Documents • Preparation of Nominal Value Offers, if Applicable • Nominal Payment Parcel Report, if Applicable • Secure Utility Interests • Complete Appraisal Services • Complete Acquisition/Negotiation Services • Recording of All Appropriate Documents • Coordination of all Plat Revisions • Coordination with the City and WDOT

* Appraisal Formats are found in the Real Estate Program Manual, chapter 2.6.
The selected consultant will contact Margaret Hegeman at WDOT, for needed, updated title work.

Schedule Solicitation Date
May 11, 2026

Proposal Deadline
June 3, 2026 by 10am. Sealed proposals for the project will be received by the City of New Berlin, WI until the Proposed Deadline. Proposal envelopes are to be marked "Engineering RFP STH 59, Greenfield Avenue" Proposals shall include the following: 1). Statement of Qualifications and 2). Cost Form. Submit an original and 2 copies. The proposals will first be reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements may result in the proposal being rejected. Later proposals shall be rejected.

Interview Date
Although interviews are not required for this project, the City may elect to hold interviews with a short list of firms in City Hall prior to June 10, 2026.

Award Date

June 15, 2026. The evaluation team shall consist of the City Engineer, Water Resource Engineer, and the Director of Community Development. The evaluation team shall make its recommendation to the Common Council for approval.

Start Date

Anticipated start date will be approximately June 24, 2026 following Common Council approval. All appraisals shall be completed within 180 calendar days of the start date. City will provide construction plan, profile and cross sections, right of way plat, eminent domain brochures, and owner appraisal guidelines. Preliminary plat is made part of this RFP as Attachment A.

Deliverables

All real estate must be acquired by December 30, 2026.

Procuring and Contracting Agency

This RFP is issued by the City of New Berlin, which is the sole point of contact during the selection process. The contract resulting from this RFP will be a two party contract between the Consultant and the City New Berlin. The contract resulting from this RFP will be administered by the City of New Berlin.

Qualifications

Consultants must be on the Wisconsin Department of Transportation Bureau of Technical Services listing of approved personnel.

The selected consultant shall provide professional, competent real estate staff that have demonstrated direct appraisal, relocation, and acquisition experience necessary to provide quality and timely services for the real estate services listed. The consultant shall have demonstrated satisfactory real estate services performance on comparable prior public improvement projects. The consultant must be knowledgeable about and have experience performing the following:

- Valuation (appraisal and waiver) methodologies for eminent domain acquisitions;
- Acquisition procedures for eminent domain acquisitions;
- Negotiation procedures for eminent domain acquisitions;
- Consultant must be knowledgeable of the Wisconsin Department of Transportation's Real Estate Program Manual, and all work must be performed in accordance with it;
- Consultant must be able to work in a professional manner with multiple groups (City personnel, general public, affected property owners, WDOT personnel, etc.);
- Consultant must be capable of interpreting and implementing all tasks according to laws, statutes, codes, and policies.

Evaluation Criteria

The criteria to be used in evaluation the Request for Proposals are:

- General requirements – This is based on the submittal's organization and how well the qualifications, expertise, and capabilities of the Consultant meet the needs to carry out the tasks as described.
- Technical requirements – This is based on how familiar the Consultant is with the requirements of Eminent Domain acquisition and all applicable associated tasks.
- Performance requirements – This relates to how well the Consultant understands the paperwork and communications required in performance of the defined tasks.
- Support requirements – This is based on what personnel or other resources the Consultant has at its disposal for performing the defined tasks.

Proposal – Statement
of Qualifications

Consultants shall prepare a Statement of Qualifications by responding to the following questions. Responses should be in this order.

- 1) Describe the services that your firm provides. This should include the location of the offices, stating which office would be providing the services on this project.
- 2) List credentials, qualifications, education, and years experience for the project manager and other key staff you would assign to this project. Key subconsultants shall be listed. Include resumes for all key personnel, with appropriate qualifications.
- 3) Describe your staff's capacity, availability and their ability to perform the work in a timely manner relative to present workload. Address the availability of the named key staff members, including competing commitments and the percent of time available for this project.
- 4) Describe your experience with appraisal, acquisition, and relocation and other services following Wisconsin Department of Transportation and Federal Highway Administration procedures. Include a list of references;
- 5) Identify and describe the specific tasks involved in the performance of the proposed work effort;
- 6) Identify the means in which these tasks would be implemented.

Proposal – Cost

Include the cost for the valuation, preparation of Form LPA 3028 Local Certification of LPA R/W, acquisition, and other services to be completed for this project in the format provided on the attached Cost Form.

Rights Reserved

The City of New Berlin (and/or the Wisconsin Department of Transportation) reserves the right to waive any irregularities which may or may not be in the City's best interest. The City (and/or the Wisconsin Department of Transportation) reserves the right to accept or reject any and all proposals, and may select the proposal which in the opinion of the City (and/or the Wisconsin Department of Transportation) is the most advantageous to the City of New Berlin (and/or the Wisconsin Department of Transportation).

The City has deemed it practical and necessary to engage in a turn-key contract for services to include, but not limited to, project management, acquisition, appraisal, relocation, and lands management.

The magnitude and complexity of this project is beyond the present capabilities of the City in terms of expertise and staffing resources. The use of a turn-key contract was chosen to promote more uniform coordination between the individual task areas, as well as providing a project management resource to aid the City in project tracking, public involvement, and project coordination.

The Consultant will be required to provide the expertise and resources to accomplish many coordination and public involvement activities as well as the specific tasks relating to the task areas.

COST FORM

Project: Real Estate Services

City of New Berlin, Waukesha County, Wisconsin
Wisconsin Department of Transportation Highway Project

Deadline: June 3, 2026– 10 AM, Local Time.

To: City of New Berlin:

We _____ (name of consultant) acknowledge that we have received the RFP documents. We hereby agree to provide all services required to complete the work in strict accordance with this Request for Proposal and the contract documents for the following stated amounts:

See Exhibit A; Appraisal parcel fees
See Exhibit B; Negotiation parcel fees

In the event a Nominal Waiver of Appraisal changes to an Appraisal, the Appraisal fee will be \$ _____.
The negotiation fee shall remain the same.

Time of Completion: The undersigned agrees, if awarded the contract, to supply deliverables by the dates specified. Failure to complete work will result in liquidated damages of \$100 per calendar day thereafter until the work is completed.

Warranty: By act of submitting a proposal for the proposed work, the consultant warrants that:

- 1) Consultant and its subcontractors have carefully and thoroughly reviewed the contract documents and have found them complete, free of ambiguities, and sufficient for the purposes intended; and
- 2) Consultant and all workers, employees, and subcontractors are skilled and experienced in the type of work represented by the contract documents; and
- 3) Proposal is based solely upon RFP/contract documents and properly issued addenda and not upon any other representation; and
- 4) Neither the consultant nor its employees, agents, or subcontractors have relied upon any verbal representations allegedly authorized or unauthorized from the City, its employees or agents, in assembling the proposal.

Southern Wisconsin Appraisal

A DIVISION OF G A BOCK AND ASSOCIATES



May 29, 2026

City of New Berlin
Attn: Tamara Simonson, PE
3805 S Casper Dr
New Berlin, WI 53151

Re: Project ID: 2230-15-23
STH 59 / Greenfield Avenue Connecting Highway Project
Right-of-Way Appraisal and Acquisition Services

Dear Mr. Erickson,

Southern Wisconsin Appraisal is able to provide the City of New Berlin with Real Estate Appraisal and Acquisition services for the STH 59 / Greenfield Avenue Connecting Highway Resurfacing Project (Project ID 2230-15-23).

Our office is a full-time real estate appraisal and acquisition firm specializing in condemnation appraisal and acquisition. We have spent the last 45-years working primarily within the eminent domain discipline, with our key staff having over 150-years of combined experience in eminent domain appraisal and acquisition services for Federal, State, and Local Governmental agencies. We have completed projects for WisDOT, as well as numerous municipalities across Wisconsin, including Local Public Agency (LPA) Projects and Connecting Highway Projects.

We are knowledgeable in WisDOT real estate procedures, expectations, and requirements. All work completed for this project is to be in compliance with the scope of work specified within the RFP document, Wis. Stat. section 32.09, the WisDOT Real Estate Program Manual, WisDOT Special Provisions for Appraisal and Acquisition, LPA guidelines and standards, USPAP, the Uniform Act of 1970 and applicable eminent domain laws. We have a fully trained and experienced staff immediately available to complete the work needed and will commit the time and efforts required to complete this project on schedule.

Our scope of work requires involves the real estate appraisal of all parcels as listed in the RFP and as shown in the enclosed Cost Proposal. All appraisals will be completed by Southern Wisconsin Appraisal's Senior Appraiser, Gene Bock and/or Staff Appraiser, Steve Schultz. The appraisal reports shall be in narrative format and will meet WisDOT standards. Our scope of work also includes real estate acquisition services for all parcels, to be completed by Stacey Salvo, MeriKatherine Bock, and/or Anne Bock. These services will meet the WisDOT requirements. Our office will utilize the WisDOT website READS as required.

Additionally, our services include fees for recording fourteen (14) documents at the register of deeds. Our scope of work also includes the preparation of the Certification of LPA Right of Way Acquisition Form, required for WisDOT right of way clearance, and the Statement of Expenditures form, required for applicable WisDOT real estate reimbursement. Our fees include attending meetings for the purpose of discussing and reviewing the services to be provided, the project start-up meeting, and a visit to the project site.

1055 PRAIRIE DR. SUITE C RACINE, WI 53406
PHONE: 262-886-2450

As specified and allocated within the RFP document, the total cost for the services required to complete this project is **\$58,100**. Enclosed is the Cost Form and Fee Exhibit that outlines the fees for the real estate services to be provided. We are available to begin work on the project immediately and anticipate the project to be complete within the project schedule.

The services and fees do not include post-appraisal services for litigation, including pretrial conferences with legal counsel, depositions, any court testimony, preparation time therefore, and travel expenses. Such services are available upon mutual agreement should they be required.

Thank you for your interest in our company. Please return a signed copy of this letter as evidence of your acceptance of these terms. We look forward to working with you.

Sincerely,



Gene A. Bock, SRA, CRA
Wisconsin Certified General Appraiser #311-010
Senior Appraiser, Southern Wisconsin Appraisal

*Enc: Statement of Qualifications
Cost Form
Real Estate Service Fees Exhibit
Key Staff Resumes*

Accepted on behalf of City of New Berlin:

Print Name & Title: _____

Date: _____

Statement of Qualifications

- 1) Southern Wisconsin Appraisal is a full-time real estate appraisal and acquisition firm with eight employees. Our firm specializes in condemnation appraisal and acquisition services, and have spent the last 45-years working primarily within the eminent domain discipline. We provide turn-key real estate acquisition services, including: appraisal, appraisal review, and acquisition. We have one office location in Racine, WI at 1055 Prairie Drive, Suite C, Racine, WI 53406, and provide real estate services across the state.
- 2) Our key staff has over 150-years of combined experience in eminent domain appraisals and acquisition services for Federal, State, and Local Governmental agencies. Our firm employs qualified, licensed individuals who maintain their credentials through continuing education, along with attending additional seminars, conferences, and classes, including those offered by WisDOT. Our staff maintains their WisDOT LPA approvals, and appraisers are required to maintain their State Certification. Resumes are attached.

Role assignments for this project are as follows:

Project Manager: MeriKatherine Bock & Anne Bock

Appraiser: Gene A Bock, SRA, CRA & Steve Schultz

Acquisition Agent: Stacey Salvo, MeriKatherine Bock, & Anne Bock

Gene Bock, SRA, CRA (Senior Appraiser, Negotiator, & President): Gene is the Senior Appraiser and President of Southern Wisconsin Appraisal. Gene has over 45-years of full-time eminent domain appraisal experience, and over 10-years of experience as an LPA Negotiator. He has a Bachelor of Science degree in Land Management from the University of Wisconsin-River Falls (1976) Gene has successfully completed thousands of appraisals for acquisition parcels for State, Federally, and locally funded projects, many with complex issues. He is an expert in eminent domain appraisals and real estate acquisitions. He has also acted as an expert witness in numerous condemnation cases. Gene is a WisDOT LPA approved Appraiser, WisDOT LPA approved Review Appraiser, and WisDOT LPA approved Negotiator. He holds a Wisconsin Certified General Appraisal license as well as several professional appraisal designations (SRA, CRA).

Steve Schultz (Staff Appraiser): Steve has over 45-years of full time eminent domain appraisal experience. He had previously been employed by WisDOT as a Statewide Real Estate Appraiser at the Waukesha District Office. He has been an independent real estate appraiser as well as being employed as a staff appraiser by M&I Mortgage Corporation specializing in narrative appraisal assignments. Steve was also employed as a Chief Review Appraiser for US Dept of Housing & Urban Development, and has been a staff appraiser at Southern Wisconsin Appraisal for over 15-years. Steve holds a Bachelor of Arts Degree in Psychology from University of Wisconsin - Madison (1973). He has also completed some Graduate classwork in Reals Estate and Business Administration since 1973. Steve is a licensed General Appraiser in the State of Wisconsin, and has successfully completed thousands of appraisals for State, Federal, and locally funded projects as a State appraiser and as an independent appraiser working for local agencies and private individuals. Steve is listed on the WisDOT statewide pre-approved appraiser list and appraisal review list, and performs narrative appraisals for eminent domain acquisitions in southeastern Wisconsin.

MeriKatherine Bock (Project Manager, Staff Appraiser, Acquisition Agent): MeriKatherine has 12-years of eminent domain experience. She began working at Southern Wisconsin Appraisal in 2013 as an Acquisition Agent. She also is a Staff Residential Appraiser and has assisted in the completion of hundreds of eminent domain appraisals since beginning her employment. She is currently completing appraisal courses offered by the Appraisal Institute and other recognized real estate education programs to achieve her Certified Residential Appraisal certification later this year. MeriKatherine is a Licensed Wisconsin Real Estate Salesperson and a WisDOT approved LPA Negotiator. She has successfully worked as an Acquisition Specialist for numerous municipalities, all while maintaining the project timeline and with accurate and detailed documentation uploaded to READS. MeriKatherine was employed by WisDOT in the Southeast Region as the WisDOT LPA Real Estate Project Manager and Regional Lead Worker from August 2022-April 2025. There she oversaw the Local Public Agency Real Estate Program, performed appraisal review, and provided training on the real estate process to agents and local communities. She is highly familiar with WisDOT requirements in eminent domain acquisition and appraisals, and is well-versed in using the READS online system.

Stacey Salvo (Acquisition Agent): Stacey has over 30-years of full time eminent domain acquisition experience. She had previously been employed by the City of Racine as a paralegal, specializing in negotiation and acquisition for transportation projects. Stacey began working at Southern Wisconsin Appraisal Spring of 2023. She is highly qualified and an integral part of our team. Stacey has held a Negotiation/Acquisition Certification from the International Right of Way Association since 2006, and her Real Estate Broker License since 2007. Stacey specializes in condemnation negotiations and is listed on the pre-approved LPA acquisition agent list maintained by WisDOT. With over 30-years of negotiation experience, she is extremely qualified and knowledgeable in her field. She has experience working on a variety of small projects of 1 to 2-parcels to large projects with over 150-parcels. She offers prompt and clear communication with owners, along with proper and detailed documentation of the negotiation interactions.

Anne Bock, MBA (Office/Project Manager): Anne Bock has been working for Southern Wisconsin Appraisal for 33-years. She is the current business manager and team manager for projects completed by our firm. She oversees all projects within the firm and works to ensure all projects are completed accurately, in a timely fashion, and to a high degree of quality. Anne has acted as a negotiation agent and has completed acquisitions for a number of projects. Anne graduated from St. Joseph's College with a Bachelor of Science Degree in Biology and Chemistry (1986). She also achieved her Master Degree in Business from the University of Illinois in 1988. Anne has worked for the Medical College of Wisconsin prior to beginning her Management position at Southern Wisconsin Appraisal.

- 3) Our firm has the ability to complete a workload of 350 to 550 parcels per year, or roughly 30 to 45-parcels per month. We do have several small outstanding contracts at this time, all being between 60-80% complete. All our current outstanding projects will be completed mid-2026. As such, our schedule will be 80% available for the anticipated start of this project and will be 90% available in the early stages of this project.

We are currently providing similar real estate services for the STH 59 (124th Street to 106th Street) project for the Wisconsin Department of Transportation (WisDOT). We are also providing real estate appraisal and acquisition services for the City of Brookfield, along the north side of STH 59 (S Brookfield Road to 124th Street), which is on the same project plat as the City of New

Berlin's proposed project. These projects are located in the immediate area of the proposed project. As such, our office will have existing and current resources that will aid in and expedite the completion of the proposed project.

Our current light workload will not interfere with our dedication to the completion of this project and will allow us to ensure that the this project will be completed within the time frame required. All our key staff is available to start work on this project immediately.

- 4) Our firm specializes in condemnation appraisals and acquisition, and have spent the last 45-years working primarily within the eminent domain discipline. Our key staff has over 150-years of combined experience in eminent domain appraisals and acquisition services for Federal, State, and Local Governmental agencies. We take immense pride in our work and strive to go beyond the basic requirements. We have completed projects as small as 1-parcel and large projects over 150-parcels. Our staff has been approved by WisDOT to appraise railroad parcels, airport acquisitions for the Wisconsin Bureau of Aeronautics, and approved for appraisal work for DNR acquisitions. We have the experience and knowledge of acquiring from complex properties such as condominiums, trail parcels, parcels with ownership issues, and Federally owned properties. We have completed projects for WisDOT, as well as numerous municipalities across Wisconsin, Local Public Agency (LPA) Projects and Connecting Highway Projects.

Please see below for a list of references:

<u>WisDOT Southeast Region</u>	<u>Waukesha County</u>	<u>Washington County</u>	<u>City of Racine</u>
Nicole Mauch	Brett Wallace, P.E.	Scott Schmidt, P.E., PLS	Brain D Van Schyndel
Real Estate Supervisor	Engineering Services Manager	Chief Public Works Officer	Assistant City Attorney
141 NW Barstow Street	515 W. Moreland Blvd.,	900 Lang Street	800 Center St, Ste 122
P.O. Box 798	Room 220	West Bend, WI 53090	Racine, WI 53403
Waukesha, WI 53187	Waukesha, WI 53188	(262) 335-4435	(262) 636-9115
(262) 521-5295	(262) 896-8538		

Reference Projects:

CTH M, North Ave (124 Parcels) Waukesha County	CTH O (113 Parcels) Waukesha County
CTH M (78 Parcels) Washington County	CTH W (30 Parcels) Washington County
CTH M & CTH C (32 Parcels) Washington County	STH 33 (16 Parcels) WisDOT
Ohio Street (60) City of Racine	STH 145 / Division Road (7 Parcels) WisDOT
Lathrop Avenue (63) City of Racine	I-43 (40 Parcels) WisDOT

Our office is extremely familiar with the project area and the process for Connecting Highway projects. We have completed many similar projects within the project area. As noted above, we completed real estate appraisals and acquisition services for the CTH M, North Avenue Project for Waukesha County (124 Parcels). This project began just east of Calhoun Road to 124th Street. This project contained a mixture of residential and commercial properties with Fee acquisitions, temporary limited easements, and permanent limited easements. This project was completed on time.

- 5) It is our understanding that we will provide the City of New Berlin with turn-key acquisition services for the parcels listed in the RFP. This work is to include the timely and accurate completion of real estate appraisals and acquisition services needed for the successful completion of the STH 59 Project. Our tasks will also include real estate project management, the preparation of Local Certification of LPA R/W (Form LPA3028), and recording of all required acquisition documents (including conveyances and any partial release of mortgages, should it apply). All work is to meet or exceed the standards set by the WisDOT Real Estate Program Manual, USPAP, as well as the Uniform Act of 1970 and applicable Eminent Domain laws to assure that the City of New Berlin retains their ability to condemn the needed lands should it be necessary.
- 6) To complete the required appraisal and acquisition services, MeriKatherine Bock & Anne Bock will function as the Real Estate Project Manager. Our office will maintain a project status report and provide regular updates on the progress of real estate activities. We will attend a pre-project conference or kick-off meeting. Communication between our office and the acquiring agency is prioritized to ensure timely completion of the project. We will view and photograph the affected properties, and provide owners with an opportunity to meet with the appraiser.

Our appraisal staff (Gene Bock and/or Steve Schultz) will complete abbreviated standard appraisal reports for all real estate parcels. All appraisals are internally reviewed for accuracy, math, and grammatical errors prior to submittal. All appraisal reports will be uploaded to READS and, as required for Connecting Highway Projects, a WisDOT review appraiser will review and complete the appraisal review report.

Our acquisition team (Stacey Salvo, MeriKatherine Bock, and/or Anne Bock) will complete all acquisitions and negotiations for the real estate parcels on this project. Our acquisition team will negotiate with owners via a 60-day offer as described in Wis. Stat. 32 & per WisDOT guidelines. Should it be applicable, we will prepare any Administrative Revisions and provide our recommendations for the City's review and approval. Should an owner provide us with a second-opinion/owner's appraisal, we shall review this appraisal and use applicable information in the negotiation process. We will also attempt to obtain any Partial Release of Mortgage documents for parcels with fee acquisitions, should it be applicable.

Our office will prepare any required, appropriate, and applicable real estate documentation per WisDOT requirements. If necessary, we will prepare condemnation paperwork for the City's review and approval, including the Notice of Lis Pendens, Jurisdictional Offer, and Award of Damages.

Our office is well-versed in READS online system and utilizes it to prepare current WisDOT approved documentation. We also maintain up-to-date documentation in READS to allow an effective and swift way to provide constant project updates and documents throughout the life of the project. We shall maintain parcel files and record all conveyance documents, along with other necessary documents. At the completion of all acquisitions, our office will prepare the Certification of Local Right of Way (Form 3028) for the City's review and approval.

COST FORM

Project: Real Estate Services

City of New Berlin, Waukesha County, Wisconsin
Wisconsin Department of Transportation Highway Project

Deadline: June 3, 2026– 10 AM, Local Time.

To: City of New Berlin:

Southern Wisconsin Appraisal
We _____ (name of consultant) acknowledge that we have received the RFP documents. We hereby agree to provide all services required to complete the work in strict accordance with this Request for Proposal and the contract documents for the following stated amounts:

See Exhibit A; Appraisal parcel fees
See Exhibit B; Negotiation parcel fees

In the event a Nominal Waiver of Appraisal changes to an Appraisal, the Appraisal fee will be \$ \$3,000.00.
The negotiation fee shall remain the same.

Time of Completion: The undersigned agrees, if awarded the contract, to supply deliverables by the dates specified. Failure to complete work will result in liquidated damages of \$100 per calendar day thereafter until the work is completed.

Warranty: By act of submitting a proposal for the proposed work, the consultant warrants that:

- 1) Consultant and its subcontractors have carefully and thoroughly reviewed the contract documents and have found them complete, free of ambiguities, and sufficient for the purposes intended; and
- 2) Consultant and all workers, employees, and subcontractors are skilled and experienced in the type of work represented by the contract documents; and
- 3) Proposal is based solely upon RFP/contract documents and properly issued addenda and not upon any other representation; and
- 4) Neither the consultant nor its employees, agents, or subcontractors have relied upon any verbal representations allegedly authorized or unauthorized from the City, its employees or agents, in assembling the proposal.



Gene A Bock, President

Real Estate Service Fees Exhibit

Project ID: 2230-15-23
 STH 59 / Greenfield Avenue
 Connecting Highway – Resurfacing Project
 City of New Berlin

REAL ESTATE PARCELS - APPRIASAL & ACQUISITION FEES

Parcel No.	Owner Name	Appraisal Fee	Acquisition Fee	Total Parcel Fee
2	Richard & Katie Lambe	\$2,250	\$1,250	\$3,500
3	Karen Waters	\$2,250	\$1,250	\$3,500
7	184 Greenfield Corp	\$2,900	\$1,250	\$4,150
12	Charles & Valery Koch	\$2,250	\$1,250	\$3,500
13	The Lester L Martin Family Trust	\$2,250	\$1,250	\$3,500
17	Esquire Properties, LLC	\$2,900	\$1,250	\$4,150
18	16717 LLC	\$2,900	\$1,250	\$4,150
21	Charles Wilbur	\$2,900	\$1,250	\$4,150
22	David & Bonnie Lou Belan	\$2,250	\$1,250	\$3,500
24	Joseph & Cynthia Buelow, et al	\$2,900	\$1,250	\$4,150
28	Greenmore LLC	\$2,250	\$1,250	\$3,500
31	Wal-Mart Real Estate Business Trust	\$3,200	\$1,250	\$4,450
33	15201 Greenfield LLC	\$2,900	\$1,250	\$4,150
34	Highland Memorial Park, Inc	\$3,200	\$1,250	\$4,450
TOTAL		\$37,300	\$17,500	\$54,800

REAL ESTATE MANAGEMENT FEES

Task	Quantity	Unit	Unit Price	Total
Project Management	1	LS	\$2,000	\$2,000
Document Recording Fees	14	per recording	\$50	\$700
Preparation Certification of LPA ROW Acquisition (Form RE3028)	1	LS	\$300	\$300
Preparation of Statement of Expenditures (LPA1959)	1	LS	\$300	\$300
TOTAL				\$3,300

TOTAL PROJECT FEES

Total Parcel Fees	\$54,800
Total Project Management Fees	\$3,300
TOTAL PROJECT FEES	\$58,100

QUALIFICATIONS OF THE APPRAISER

GENE A. BOCK

1055 Prairie Drive, Ste C
Racine, Wisconsin 53406
(262) 886-2450
gene@gabock.com

PROFESSIONAL AFFILIATIONS

Appraisal Institute (since 1980)

Designation: Senior Residential Appraiser (SRA)

Appraisal Institute, MAI Candidate

Member Continuing Education: Certified through June 30, 2027

Activities: Past President, Vice President, and Director of Racine Chapter

American Society of Appraisers

Designation: Senior Member (ASA) (1982 - 2021)

National Association of Review Appraisers and Mortgage Underwriters (since 1980)

Designation: Certified Review Appraiser (CRA)

NARA/MU Approved Appraiser #55089

Employee Relocation Council

Designation: Certified Relocation Professional (CRP) (1995-2007)

State of Wisconsin Certifications

Certified General Appraiser #311-010 (November 1992)

Assessor II Level (1980-2002)

Energy Efficiency Inspector (1984-2005)

State of Illinois Certifications

Certified General Appraiser #553.002116 (2011 - 2021)

Real Estate Organizations

Racine Board of Realtors

Kenosha Board of Realtors

Multiple Listing Service of Metro Milwaukee

Multiple Listing Service of Racine

Multiple Listing Service of Kenosha

Lake Area Multiple Listing Service (Walworth)

National Association of Realtors

Wisconsin Realtors Association

National Association of Realtors Appraiser Section

An appointed member of the Racine County Land Commission, a committee formed to conduct hearings regarding eminent domain issues.

Eminent Domain Services: Mr. Bock is approved by the Wisconsin Department of Transportation (WisDOT) as a Real Estate Appraiser, a Review Appraiser, and Negotiator for WisDOT and Local Public Agency (LPA) projects. He is approved to complete appraisals on all property types, including complex appraisal problems, railroads, partial acquisitions, easements, total acquisitions, wetland acquisitions, and also provides court testimony. Mr. Bock has been working with WisDOT, as well as Wisconsin Department of Justice, since 1984. He has completed municipal acquisition appraisal assignments, as well as owner's appraisals, in most counties in Wisconsin. He is also an approved eminent domain appraiser by the Illinois Department of Transportation (IDOT), the Department of Natural Resources (DNR) and the Wisconsin Bureau of Aeronautics (BOA). Mr. Bock specializes in condemnation appraisals and has spent the last 45-years working primarily within the eminent domain discipline.

COLLEGE EDUCATION

Graduated from the University of Wisconsin-River Falls in February 1975, with a Bachelor of Science Degree in Scientific Land Management. Studies emphasized land use, soil science, and economics. Activities included Alpha Gamma Rho Fraternity, concert choir and Alpha Zeta Honorary Fraternity.

POST-COLLEGE

Appraisal Institute: Uniform Standards of Professional Appraisal Practice - Parts A & B
(Major Courses) Understanding Limited Appraisals – Residential Case Studies in Real Estate Valuation
Narrative Report Writing & Valuation Analysis
Courses 101, 102, 201, and R-2 exam
Narrative Report Seminar
Computer Application Seminar
Subdivision Analysis
FNMA Appraisal Issues
New URAR Form & Procedures
Creative Financing Seminar
Cash Equivalency Seminar
(Roughly 25-hours of course work has been completed every two years.)

University of Wisconsin: Residential Design and Construction
Appraiser's Testimony in Court
Real Estate Finance and Appraisals
Comprehensive & Advanced Lotus 1-2-3

TEACHING EXPERTISE (1994-1998)

Taught courses in Real Estate Appraisal for Gateway Technical Institute, Racine and Kenosha Campuses.

MILITARY SERVICE

Served in the Wisconsin Air National Guard, Milwaukee, Wisconsin, (1971 to 1977) as an Administrative Specialist with the rank of Staff Sergeant. Awarded The Milwaukee Journal Achievement Award (1974) for meritorious service.

EMPLOYMENT EXPERIENCE

August 1986 to Present

Senior Appraiser of Southern Wisconsin Appraisal, Racine, Wisconsin. Specializing in Eminent Domain Appraisal Work. Has completed acquisition appraisal assignments across Wisconsin for acquisition agencies as well as owners. Also, has completed numerous assignments for the DNR and municipalities working with the Bureau of Aeronautics. Major clients include lending institutions and municipalities in southern Wisconsin and northern Illinois and national transfer companies. Specialize in condemnation/acquisition appraisals, ERC and partial acquisition valuations. Technologically proficient – over forty-five years' experience with computer-assisted analysis including automated valuation models, regression analysis, in-house and on-line databases, income & capitalization analysis.

January 1984 to August 1986

Chief Appraiser for Pioneer Savings and Loan Association, a local lender with offices in Racine, Kenosha, and Walworth counties. Performed appraisals and appraisal review for mortgage lending. Assignments included single family and multi-family homes, commercial and industrial properties. Duties included management of appraisal department and review of appraisals performed by staff and fee appraisers.

September 1978 to January 1984

Performed real estate appraisals in southeastern Wisconsin as a partner in United Appraisal Service, Racine, Wisconsin. Performed residential, commercial and narrative appraisals for mortgage lending and eminent domain. Testified in court for local municipalities and various clients.

February 1976 to September 1978

Worked as an independent fee appraiser for a private firm located in Racine, Wisconsin. Received training and performed real estate appraisals in Racine area. In March 1979 received Real Estate Broker's License, but hold license inactive.

QUALIFICATIONS OF THE APPRAISER

Stephen G. Schultz

Southern Wisconsin Appraisal
1055 Prairie Drive, Ste C
Racine, Wisconsin 53406
(262) 886-2450

EDUCATION

University of Wisconsin – Madison
Bachelor of Arts Degree – Psychology [1973]
Graduate Work in Real Estate [1973-1974]

University of Wisconsin – Parkside
Graduate Work – Business Administration [1991-1992]

APPRAISAL ORGANIZATIONS

State of Wisconsin – Certified General Appraiser
Real Property [1991] CGA #165-10
Recertified through December 14, 2027
Continuing Education Completed in 2009-2013
National USPAP Equivalent Course [Appraisal Institute]
The Real implications of the HVCC on Appraisers & Lenders
Introducing Valuation for Financial Reporting
General Market Analysis & Highest and Best use
Advanced Sales Comparison & Cost Approaches
Advanced Income Capitalization

Accredited Review Appraisers Council, Inc.
Accredited in Appraisal Review [AAR – 1993]
Recertified through December 14, 2015

Associate Member, Appraisal Institute
MAI Candidate

ENVIRONMENTAL ORGANIZATIONS

National Society of Environmental Consultants
Environmental Assessment Consultant [EAC – 1994]
Recertified through January 1, 2015 [Certification #2251]

Testified in Milwaukee Federal Court, Racine County Circuit Court, Kenosha County Circuit Court, & Walworth County Circuit Court as an expert witness in the real estate appraisal field.

- Business References upon request

WORK EXPERIENCE

- April 1974 to August 1977: State of Wisconsin Department of Transportation
Staff Appraiser for Waukesha District Office
Appraisal Assignments limited to Eminent Domain
- Sept. 1977 to October 1978: Intrastate Appraisal Company
Private firm in Racine, Wisconsin
Staff Appraiser; Assignments included Residential,
Commercial & Eminent Domain work
- November 1978 to June 1985: United Appraisal Service
Partner & Appraiser in private firm in Racine, WI
Assignments included Residential, Commercial, & Eminent
Domain work
- July 1985 to August 1986: M&I Mortgage Corporation [part of M&I Bank]
Milwaukee & Lake Geneva offices
Staff Appraiser; Assignments included Residential
& Commercial, work
- Sept. 1986 to Dec. 1989: SGS Appraisal Service
Owner & Appraiser in Kenosha, Wisconsin
Assignments included Residential, Commercial, & Eminent
Domain work
- July 2001 to Nov. 2001: City of Kenosha Assessor's Office
Staff Assessor; Aided in 2002 re-valuation of
Residential & Commercial properties within Kenosha
- January 1990 to Present: Middle Earth, LLC
Owner & Appraiser in Kenosha, Wisconsin
Work involves all types of Real Property
Eminent Domain Valuation
Environmental considerations including Stigma Damage
- August 2006 to 2024: U.S. Dept. of Housing & Urban Development
Office in Milwaukee, WI
Chief Multifamily Appraiser & Review Appraiser
For State of Wisconsin
Work involves Appraisal & Appraisal Review of
Market Rate, Subsidized, & Tax Credit Multifamily Housing;
Assisted Living & Nursing Home Facilities;
Review of Phase I Environmental Assessments
Review of & Completion of Market & Feasibility Studies
Review of Rent Comparability Studies
Assists in Loan Underwriting of Multifamily Projects
2012 to 2024:
Chief of Production- Review all aspects of Multifamily projects
- January 2005 to Present: Southern Wisconsin Appraisal
Associate Appraiser-Residential and Commercial Narrative appraisal
s assignments as well as Eminent Domain Valuations (Total & Partial
Acquisitions

MeriKatherine Bock

1055 Prairie Drive, Suite C
Racine, WI 53406
(262) 886-2450
merikate@gabock.com

EDUCATION & TRAINING

Carthage College | Kenosha, WI Graduated May 2017

B.A. in Communication & B.A. in Vocal Performance

GPA: 3.9/4.0

Academic Distinctions: Dean's List, Music Scholarship, Endowed Honors Scholarship

Appraisal Education Classes Completed (Total 180 Hours)

- Basic Appraisal Principles
- Basic Appraisal Procedures
- 15-Hour National USPAP Course
- Residential Market Analysis & Highest & Best Use
- Residential Report Writing & Case Studies
- Residential Sales Comparison & Income Approach
- Residential Site Valuation & Cost Approach
- Statistics, Modeling & Finance
- Advanced Residential Applications & Case Studies
- Sufficient Appraisal Work Experience for Licensing Requirements Met

Completed Federal Highway Administration Right-of-Way Requirements & Uniform Act Guidelines

Classes in Microsoft Office Suite Programs (Word, Excel, PowerPoint, Outlook)

Classes in Adobe Creative Cloud Applications (Photoshop, Lightroom, Illustrator)

LICENSES & PROFESSIONAL MEMBERSHIPS

- Licensed Wisconsin Real Estate Salesperson
- Member of NATIONAL ASSOCIATION OF REALTORS®
- WisDOT-LPA Approved Negotiator
- Notary Public – Wisconsin

PROFESSIONAL EXPERIENCE

Southern Wisconsin Appraisal

Racine, WI

2013-Present

Current Duties & Responsibilities

- Office Project Management
 - Monitoring Status of Projects & Maintaining Project Schedules
 - Delegating Project Responsibilities
 - Scheduling Office Meetings and Appointments
 - Writing Contracts and Engagement Letters
 - Completing and Submitting Notice of Interests and Bids
 - Management of Office Database and Records
- Proficient use of WisDOT-READS, Masterworks, CARS, and WAMS Applications
- Communication with Clients, including LPA, Private Individuals, and State Organizations

Acquisition Specialist

- Timely, Clear, and Informative Communication with Owners
- Proper Execution of Documents for Negotiation Services
- Detailed and Individualized Negotiation Diaries
- Efficient Communication with Lenders to Obtain Partial Release of Mortgages
- Understanding of Condemnation Process and Required Documents
- Mentoring of Negotiation Assistants

Residential Appraiser

- Completed Inspections of Properties for Appraisal (Residential, Commercial, Industrial)
- Verification of Sales, Zoning Information, and Assessor Data
- Completed Sales Data Books and Market Studies
- Analysis of Sales and Market Trends
- Appraisal Report Preparation and Appraisal Report Writing (Narrative & Form Reports)
- Knowledge of Yellow Book and Eminent Domain Appraisal Requirements and Guidelines
- Reviewed Appraisal Reports for Accuracy and Content

Previous Projects

<i>Acquisition Specialist</i>	<i>Residential Appraiser</i>
3781-03-00, CTH C, Waukesha Co. 2020	2709-07-20, CTH Q, Washington Co 2022
2759-03-00, CTH M, Waukesha Co. 2018	1310-10-20, STH 50, Kenosha Co. 2018
3773-01-00, CTH I, Waukesha Co. 2018	2440-09-20, STH 20, Racine Co. 2018
3840-01-00, CTH DD, Walworth Co. 2017	Foxconn Acquisition Project, Racine Co. 2018

Wisconsin Department of Transportation

Waukesha, WI

2022-2025

Southeast Region Local Public Agency Real Estate Coordinator

- Project Management
 - Monitoring Status of Projects
 - Maintaining and Providing input on Project Schedules
 - Facilitation and Leading of Project Kick Off Meetings
- Provided Training on READS and WisDOT Real Estate Processes and E
- Communication with Clients, including LPA, Private Individuals, and State Organizations

Southeast Region Real Estate Agent – Advanced Lead Worker

- Regional Appraisal Review
- Active in Real Estate Management Meetings, and WisDOT Policy Updates (REPM)
- Competed Early Scoping and Cost Estimates
- Provided Assistance and Guidance for Agents

References Available upon Request

STACEY SALVO

1055 Prairie Drive, Ste C
Racine, Wisconsin 53406
(262) 886-2450
stacey@gabock.com

Eminent Domain Services: Ms. Salvo is approved by the Wisconsin Department of Transportation (WisDOT) as a Negotiator for WisDOT and Local Public Agency (LPA) projects. Ms. Salvo has been working with WisDOT since 1992 on eminent domain projects. Ms. Salvo specializes in condemnation negotiations under Eminent Domain pursuant to Wis. Stat. Chapter 32 and has spent the last 31-years working primarily within the eminent domain discipline.

PROFESSIONAL AFFILIATIONS

International Right of Way Association (since 2006)

Designation: Negotiation/Acquisition Certified (R/W-NAC)

Expires 12-31-2026

EDUCATION

Federal Highway Administration Right-of-Way & Uniform Act Guidelines
Wisconsin Dept. of Transportation Real Estate Program Manual

LICENSES/CERTIFICATIONS

Wisconsin Real Estate Broker License
Wisconsin Notary Public

2007-Present
Expires 12-13-2024

EMPLOYMENT EXPERIENCE

July 2023 to Present

Acquisition Specialist and Appraiser Trainee, Southern Wisconsin Appraisal, Racine, Wisconsin.
Specializing in Eminent Domain Work.

April 1992 to June 2023

Paralegal with the City of Racine Office of the City Attorney. Primary responsibilities include, but are not limited to, providing acquisition/negotiation service with property owners for road projects and other public improvement projects pursuant to eminent domain in the City of Racine with acquisition budgets of approx. \$1,000,000 or less.

Partial Project List (additional information upon request):

Main Street Bridge, Racine - 60 parcels	STH 32, Racine - 130 parcels
STH 20, Racine - 35 parcels	STH 20, Racine - 130 parcels
STH 11, Racine - 110 parcels	STH 11, Racine - 115 parcels
STH 38, Racine - 130 parcels	Ohio Street, Racine - 80 parcels
West 6 th Street Bridge, Racine - 30 parcels	Kinzie Avenue Water Main, Racine - 100 parcels
State Street Redevelopment Project, Racine - 100 parcels	

PROFESSIONAL REFERENCES

John C. Rooney
Commissioner of Public Works
City of Racine
730 Washington Av
Racine, WI 53403
262-636-9121

Scott R. Letteney
City Attorney
City of Racine
730 Washington Av
Racine, WI 53403
262-636-9115

Mike Gitter
General Manager
Racine Water Utility
800 Center St
Racine, WI 53403
262-636-9181

Personal References available upon request.

Anne T. V. Bock

1055 Prairie Drive, Ste C
Racine, Wisconsin 53406
(262) 886-2450
anne@gabock.com

EDUCATION & TRAINING

St. Joseph's College | Rensselaer, IN
B.S., Biology/Chemistry
Graduated Magna Cum Laude 1986

University of Illinois | Champaign-Urbana, IL
M.B.A., Concentration in Finance
Graduated 1988

Wisconsin Relator Association

- 72-Hour Real Estate Salesperson Pre-License Course

Wisconsin Public Notary

Reviewed and Completed the Federal Highway Administration Right-of-Way Requirements and Uniform Act Videos and Guidelines

PROFESSIONAL EXPERIENCE

Southern Wisconsin Appraisal **Racine, WI**
February 1992 – Present

Project Manager

- Organization of Timelines for Time Effective Completion of Projects
- Overseeing all Projects for Quality and Accuracy
- Assisted with Negotiation and Acquisition of WisDOT & LPA projects as well as assisted in Appraisal Services on Multiple Projects and Parcels
- Delegation of Work to Provide a Smooth and Efficient Workflow

Business Manager

- Responsible for all Aspects of Accounting, Payroll, and Bookkeeping within the Business

Medical College of Wisconsin **Milwaukee, WI**
January 1989 – April 1990

Research Assistant – Department of Dermatology

- Responsible for Overseeing a Clinical Dermatology Laboratory
- Organization of Clinical Process

Sinai Samaritan Medical Center **Milwaukee, WI**
April 1990 – January 1992

Research Associate – Department of Pathology

- Participated in Research Projects Pertaining to the Vascular Growth of Cancerous Tumors

VOLUNTEER ACTIVITIES

- Participation and Leadership for School Charity Events
- Organization and Event Planning