



# Common Council Meeting Agenda

June 23, 2026 - 6:10 PM  
(Following the Committee of the Whole Meeting)  
City Hall Council Chambers

Published: 6/19/2026

## 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, unless extended by the Common Council.*

### 2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

### 3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

### 4. APPROVAL OF MINUTES

- A. June 9, 2026, Common Council Meeting Minutes

### 5. REPORTS

- A. City Clerk
- B. Council President
- C. Mayor

### 6. COMMUNICATIONS

### 7. BOARD OF PUBLIC WORKS

- 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.

**Suggested Motion:** *"I move to approve this item, as outlined in the agenda packet and approved unanimously by the Board of Public Works on June 15, 2026."*

- 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.

**Suggested Motion:** *"I move to approve this item, as outlined in the agenda packet and approved unanimously by the Board of Public Works on June 15, 2026."*

### 8. PARKS, BUILDING & GROUNDS COMMISSION

- A. Recommend to Common Council to approve an extension of a debris removal contract with DRC Emergency Services.

**Suggested Motion:** *"I move to approve this item, as outlined in the agenda packet and approved unanimously by the Parks, Building & Grounds Commission on June 8, 2026."*

### 9. MAYORAL APPOINTMENTS

- A. Discussion and Possible Action to approve the Mayoral Appointments per the list as presented

**10. DEFERRED, REFERRED & TABLED ITEMS**

**11. ITEMS REMOVED FROM CONSENT AGENDA, if any**

**12. CONSENT AGENDA-----**

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

**13. MINUTES**

- A. June 9, 2026, Committee of the Whole Meeting Minutes

**14. UTILITY & FINANCE**

- A. Discussion and possible recommendation to the Common Council to approve the June 24, 2026, Water Utility claims in the amount of \$13,075.07, Sewer Utility claims in the amount of \$21,044.62, and General City claims in the amount of \$905,352.01, including a General City Claims prepay batch of \$80,632.12 dated for June 11, 2026.

**15. LICENSES & PERMITS**

- A. Discussion and possible recommendation to the Common Council to approve the renewal alcohol licenses, designated agents, and premise descriptions as outlined in the list as presented, for the license year expiring June 30, 2027, contingent upon the satisfaction of all City requirements

**16. MISCELLANEOUS**

- A. Introduction of Steven Linn, City of New Berlin Communications Manager
- B. New Berlin Public Library Update
- C. Stormwater Management Presentation
- D. Discussion and possible recommendation to the Common Council to approve a contract with Fearing's Audio and Security in the amount of \$46,550.92 for the Malone Park audio project, subject to review and approval by the Mayor and City Attorney.

**17. END CONSENT AGENDA-----**

**18. CLOSED SESSION**

- A. *The Common Council may convene into closed session pursuant to Wis. Stat. § 19.85(1)(g) to confer with legal counsel who is rendering oral or written advice concerning strategy to be adopted with respect to litigation or potential litigation in which the City is or is likely to become involved, specifically regarding:*
- B. Discussion regarding the initiation of legal action in Waukesha County Circuit Court to abate a public nuisance involving a dilapidated and stagnant swimming pool located at 12505 W. Ohio Drive, pursuant to Section 175-8 of the Municipal Code.

**19. RECONVENE TO OPEN SESSION**

- A. Discussion and possible action to direct the City Attorney to initiate an action in Waukesha County Circuit Court to abate a public nuisance involving a dilapidated and stagnant swimming pool located at 12505 W. Ohio Drive, pursuant to Section 175-8 of the Municipal Code.

**20. ADJOURN**

**Additional Information**

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



# Common Council MEETING MINUTES

June 9, 2026 - 6:05 PM  
City Hall Council Chambers

## 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, unless extended by the Common Council.*

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

### 2. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Council President Harenda called the meeting to order at 6:04 PM and led the Pledge of Allegiance.

### 3. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

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

Present: Alderperson Hopkins, Alderperson Maxey, Alderperson Harenda, Alderperson Stribl, Alderperson Horbinski, Alderperson Kroupa, Commissioner Gardner

Excused: Mayor Dave Ament

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

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

### 4. APPROVAL OF MINUTES

A. May 26, 2026, Common Council Meeting Minutes

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Horbinski  
Second by: Alderperson Kroupa  
Motion Passed 7-0

### 5. REPORTS

A. City Clerk

No Report.

B. Council President

No Report.

C. Mayor

No Report.

## 6. UTILITY COMMITTEE

A. UT 13-26 Recommend to the Common Council to approve Resolution #26-08 Compliance Maintenance Annual Report (CMAR) for reporting year 2025.

**Suggested Motion:** *"I move to approve Resolution #26-08 as outlined in the agenda packet and approved unanimously by the Plan Commission on May 26, 2026."*

Ald. Hopkins noted that the suggested motion should have referenced the Utility Committee rather than the Plan Commission.

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Hopkins  
Second by: Alderperson Kroupa  
Motion Passed 7-0

## 7. SAFETY COMMISSION

A. Discussion and possible recommendation to the Common Council to approve additional enhancements or signage be added to the intersection of Beloit Road and Calhoun Road to increase the safety of the intersection.

**Suggested Motion:** *"I move to approve installing overhead stop signs on Calhoun Road at Beloit Road for northbound and southbound traffic, contingent on available funding from CIP funds, and if not available, to add the request to the 2027 budget, approved unanimously by the Safety Commission on April 8, 2026."*

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Kroupa  
Second by: Alderperson Stribl  
Motion Passed 7-0

## 8. MAYORAL APPOINTMENTS

A. Discussion and Possible Action to approve the Mayoral Appointments per the list as presented

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Horbinski  
Second by: Alderperson Stribl  
Motion Passed 7-0

**9. DEFERRED, REFERRED & TABLED ITEMS**

**10. ITEMS REMOVED FROM CONSENT AGENDA, if any**

**11. CONSENT AGENDA-----**

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

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Stribl  
Second by: Alderperson Maxey  
Motion Passed 7-0

**12. MINUTES**

**A.** May 26, 2026, Committee of the Whole Meeting Minutes

**13. UTILITY & FINANCE**

**A.** Discussion and possible recommendation to the Common Council to approve the June 10, 2026, Water Utility claims in the amount of \$158,967.35, Sewer Utility claims in the amount of \$18,687.97, and General City claims in the amount of \$1,078,208.61, including a US Bank VISA EFT of \$26,379.85.

**14. LICENSES & PERMITS**

**A.** Discussion and possible recommendation to the Common Council to approve the renewal of alcohol licenses, designated agents, and premise descriptions as outlined in the list as presented, for the license year expiring June 30, 2027, contingent upon the satisfaction of all City requirements.

**15. MISCELLANEOUS**

- A. Discussion and possible recommendation to the Common Council to approve Resolution 26-09 amending the 2025 Capital Projects Budget by transferring \$139,762.00 from the 2024 Malone Park Capital Project Account to the 2025 Malone Park Capital Project Account for the Malone Park audio system and beer garden equipment, per the Requested Action Statement (RAS).

**16. END CONSENT AGENDA-----**

**17. ADJOURN**

**MOTION:** Motion to Adjourn at 6:07 PM

**VOTE:** Motion by: Alderperson Horbinski  
Second by: Alderperson Kroupa  
Motion Passed 7-0

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

# 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

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**City of New Berlin 2026 Parking Lot Seal Coat Project**

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**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%)	<u>\$ 3,721.00</u>
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		\$ -
<b>Total</b>				<b>\$ 23,989.00</b>	<b>Total</b>	<b>\$ 35,569.20</b>	<b>Total</b>	<b>\$ 21,279.00</b>	<b>Total</b>	<b>\$ 22,219.00</b>	<b>Total</b>	<b>\$ -</b>	

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

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**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](http://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](mailto: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



**BIDDER'S QUALIFICATION STATEMENT - CONFIDENTIAL**

Submitted to: **City of New Berlin**

Date: 4-7-2026

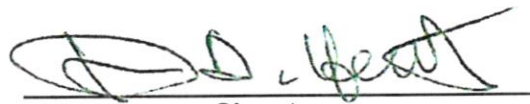
RE: SUBMISSION OF PREQUALIFICATION FORMS FOR THE YEAR

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

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CITY OF NEW BERLIN  
PRE-QUALIFICATION STATEMENT  
IDENTIFICATION SECTION

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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 MEMOMONEE FALLS THOMAS M. HOFFMAN W156 N84801 PILGRIM ROAD MEMOMONEE FALLS, WI 53051-3140	(262) 532-4415 <a href="mailto:thoffman@memomonee-falls.org">thoffman@memomonee-falls.org</a>	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 <a href="mailto:wheeler.nevels@ky.gov">wheeler.nevels@ky.gov</a>	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 <a href="mailto:wheeler.nevels@ky.gov">wheeler.nevels@ky.gov</a>	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 <a href="mailto:wheeler.nevels@ky.gov">wheeler.nevels@ky.gov</a>	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 <a href="mailto:wheeler.nevels@ky.gov">wheeler.nevels@ky.gov</a>	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 <a href="mailto:mjacobs@hwlochner">mjacobs@hwlochner</a>	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 <a href="mailto:mjacobs@hwlochner">mjacobs@hwlochner</a>	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 <a href="mailto:aaron.m.barr@usace.army.mil">aaron.m.barr@usace.army.mil</a>	FALLEN ROCK ROMOVAL 7,860 SQ. FT. CONCRETE REPAIR - APPROXIMATELY 1,830 SF CONCRET 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  
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**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	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 ADADEMY 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

**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

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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	1HTWGAZT97J473234
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	244628895
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.	

**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

**AFFIDAVIT**

STATE OF WISCONSIN

Brown \_\_\_\_\_ } ss  
County

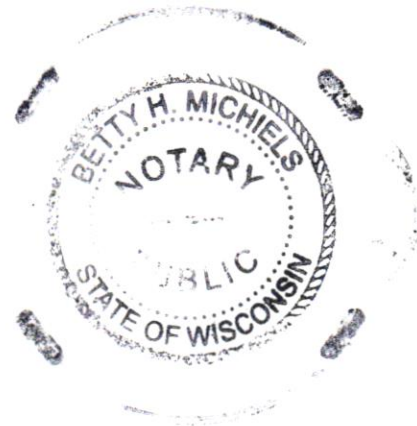
Timothy Helstad \_\_\_\_\_, being duly sworn, deposes and says that he is the President \_\_\_\_\_ (Official capacity/title) of the firm American Pavement Solutions, Inc. \_\_\_\_\_ and that the answers to the foregoing questions and all statements therein contained are true and correct, and that any 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**

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## 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	<u>2024</u>	<u>2023</u>
<b>Current assets</b>		
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	<u>122,553</u>	<u>87,754</u>
Total current assets	<u>610,837</u>	<u>1,312,183</u>
<b>Property and equipment</b>		
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	<u>43,462</u>	<u>43,462</u>
	6,132,399	5,912,529
Less accumulated depreciation	<u>4,786,980</u>	<u>4,272,436</u>
Net property and equipment	<u>1,345,419</u>	<u>1,640,093</u>
<b>Other assets</b>		
Note receivable - stockholder	<u>628,757</u>	<u>598,645</u>
Total other assets	<u>628,757</u>	<u>598,645</u>
<b>Total assets</b>	<u><u>\$ 2,585,013</u></u>	<u><u>\$ 3,550,921</u></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
<b>Current liabilities</b>		
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
	1,093,926	1,611,191
<b>Long-term debt</b>		
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
	1,384,491	709,485
<b>Total liabilities</b>	2,478,417	2,320,676
<b>Stockholder's equity</b>		
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
	106,596	1,230,245
<b>Total liabilities and stockholder's equity</b>	\$ 2,585,013	\$ 3,550,921

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
<b>Contract revenue earned</b>		
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
<b>Total contract revenue earned</b>	8,327,884	15,630,902
<b>Cost of revenue earned</b>		
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
<b>Total cost of revenue earned</b>	6,851,812	12,851,983
<b>Gross profit</b>	1,476,072	2,778,919
<b>Operating expenses</b>	2,151,044	2,089,202
<b>Operating income (loss)</b>	(674,972)	689,717
<b>Other income (expense)</b>		
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)
<b>Other income (expense), net</b>	(170,347)	8,651
<b>Income (loss) before taxes</b>	(845,319)	698,368
<b>State income taxes and surcharges</b>	(2,783)	(18,540)
<b>Net income (loss)</b>	\$ (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	Accumulated	Treasury	Total
	Shares	Amount	Paid in Capital	Earnings (Deficit)	Stock	Stockholder's Equity
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

	<u>2024</u>	<u>2023</u>
<b>Operating activities</b>		
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>
<b>Investing activities</b>		
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>
<b>Financing activities</b>		
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
<b>Cash</b>		
Beginning	<u>23,292</u>	<u>22,333</u>
Ending	<u>\$ 37,865</u>	<u>\$ 23,292</u>
<b>Supplemental disclosure of cash flow information</b>		
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>
<b>Supplemental schedule of noncash investing and financing activities</b>		
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

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### 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

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### 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

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### 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
		\$ 1,939,491

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

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### **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

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### **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

	<u>2024</u>	<u>2023</u>
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
	\$ 2,151,044	\$ 2,089,202
	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

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2024

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

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2023

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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 (3/4") or less shall be routed to provide a minimum sealant reservoir of  $\frac{3}{4}$  inch (3/4") width by a nominal  $\frac{3}{4}$  inch (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 (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 (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		

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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:

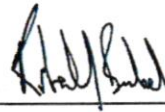


Timothy Helstad

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 4<sup>th</sup>, 2026. The Owner is requesting that the work take place between June 15<sup>th</sup>, 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. ~~Green Bay~~ 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.

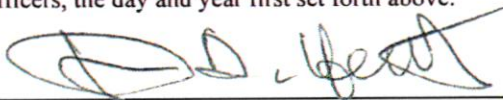
NOW, THEREFORE,

(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.

 \_\_\_\_\_ (L.S.)

**Principal**

**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*

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.

*Mary J. Ripp*  
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*

Nathan Hoyt, Assistant Vice President



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.  
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431  
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

PERFORMANCE BOND

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

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

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

CONTRACT Date: 5/14/2026 Amount: \$21,279 Description (Name and Location): 2026 Parking Lot Seal Coat Project Contract RD-26-03, City of New Berlin

BOND Bond Number: S346795 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] (Seal) Signature: [Signature] (Seal) Name and Title: Timothy Helstad, president

SURETY Company: NEM Insurance Company (Seal) Surety's Name and Corporate Seal By: Robert J. Freshing, Account Associate Signature and Title (Attach Power of Attorney)

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

Attest: [Signature], Account Manager Signature and Title

CONTRACTOR AS PRINCIPAL Company: Signature: \_\_\_\_\_ (Seal) Name and Title:

SURETY 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 Gruber 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]  
Signature: [Signature] (Seal)  
Name and Title: Timothy Helstad, President

SURETY  
NGM Insurance Company  
Surety's Name and Corporate Seal (Seal)

By: Robert Frumby, Account Associate  
Signature and Title  
(Attach Power of Attorney)

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

Attest: [Signature] Account Manager  
Signature and Title

CONTRACTOR AS PRINCIPAL  
Company:  
Signature: \_\_\_\_\_ (Seal)  
Name and Title:

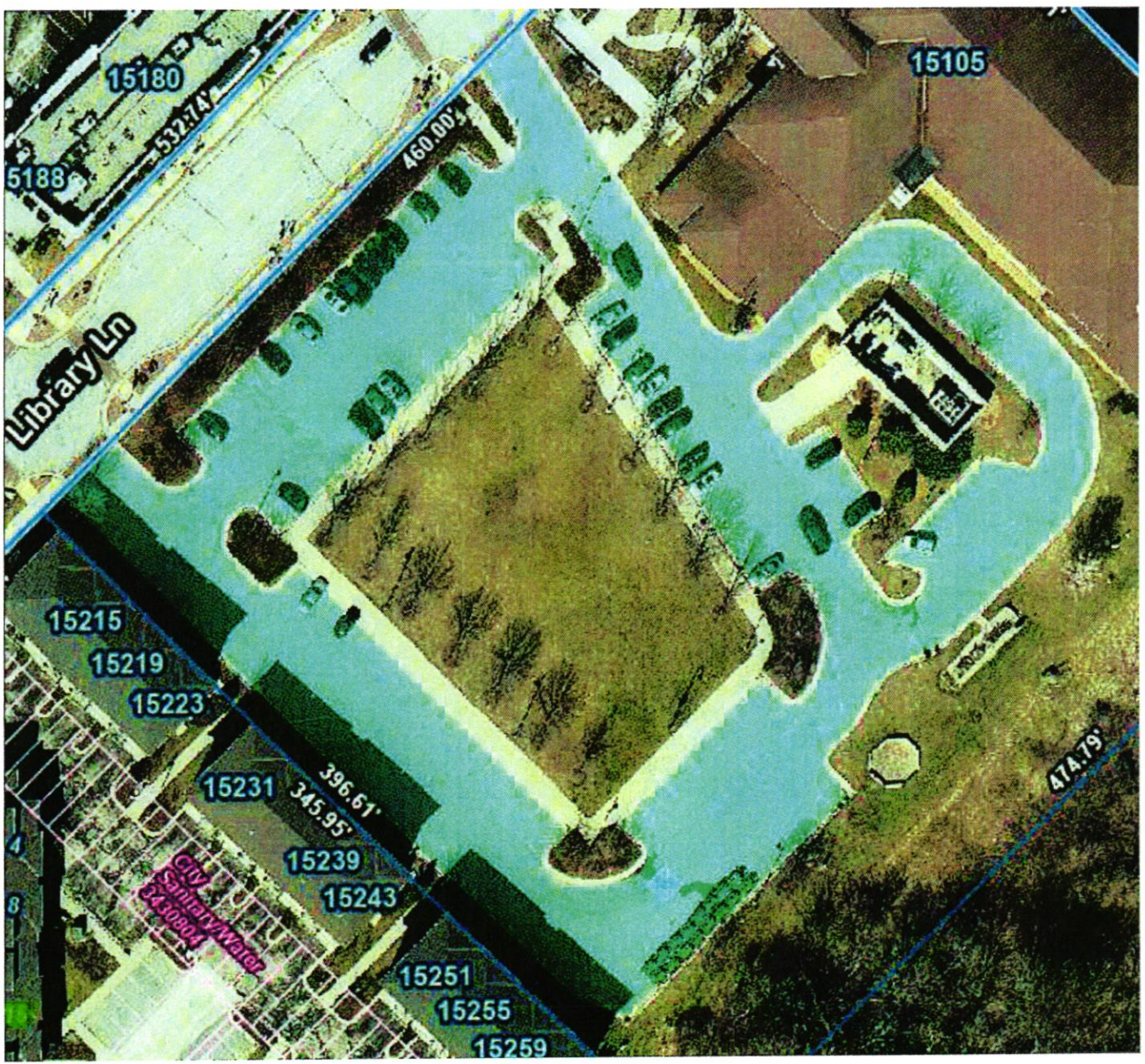
SURETY  
\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title:

APPENDIX A  
PROJECT DRAWINGS

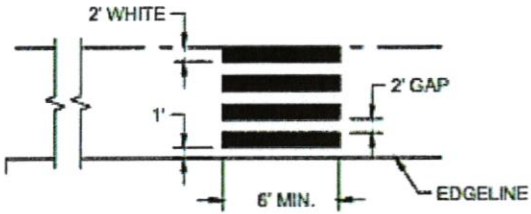
Library Parking Lot



# Overall Layout

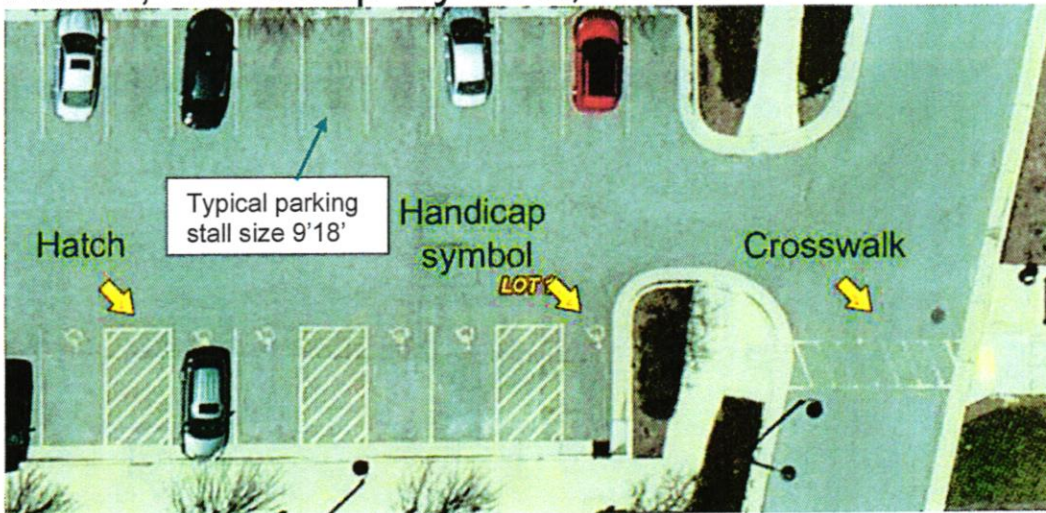


# Crosswalk Detail

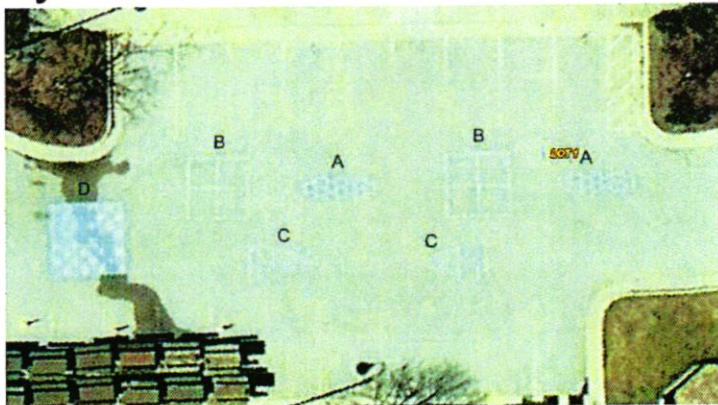


**TYPICAL PAVEMENT MARKING FOR MID-BLOCK CROSSWALK**

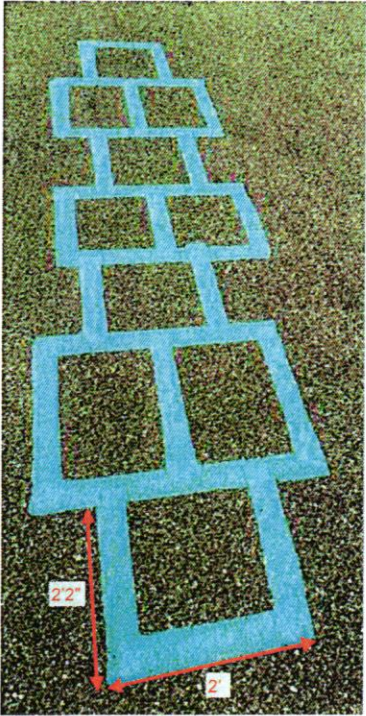
# Hatch, Handicap Symbol, Crosswalk



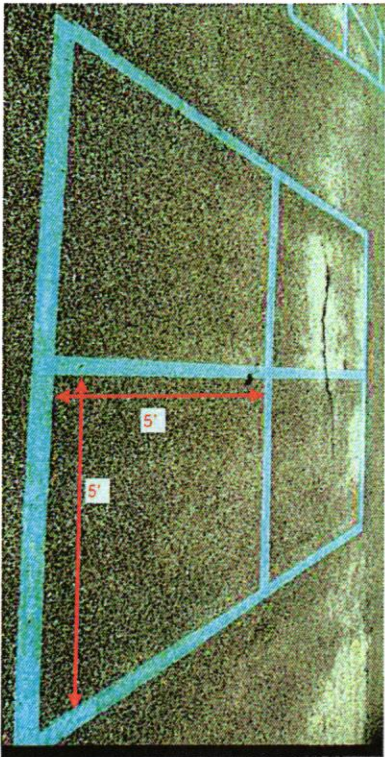
# Symbols



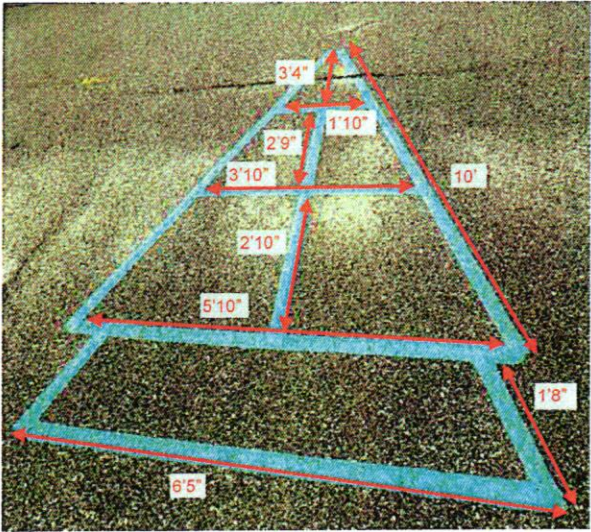
Symbol A



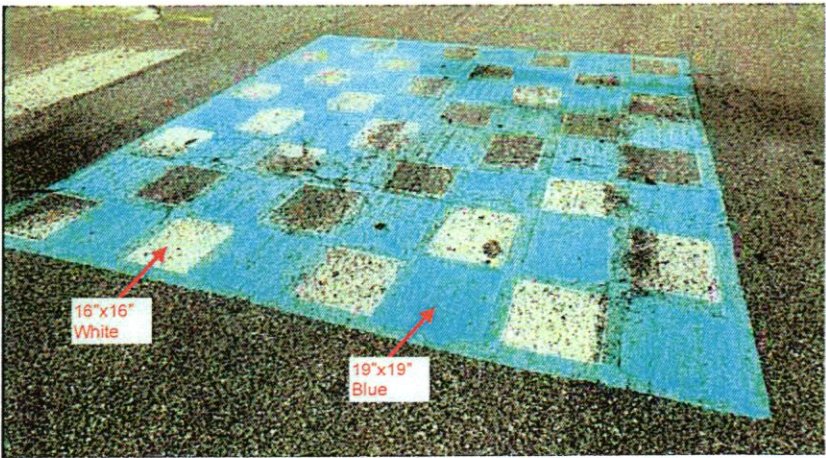
Symbol B



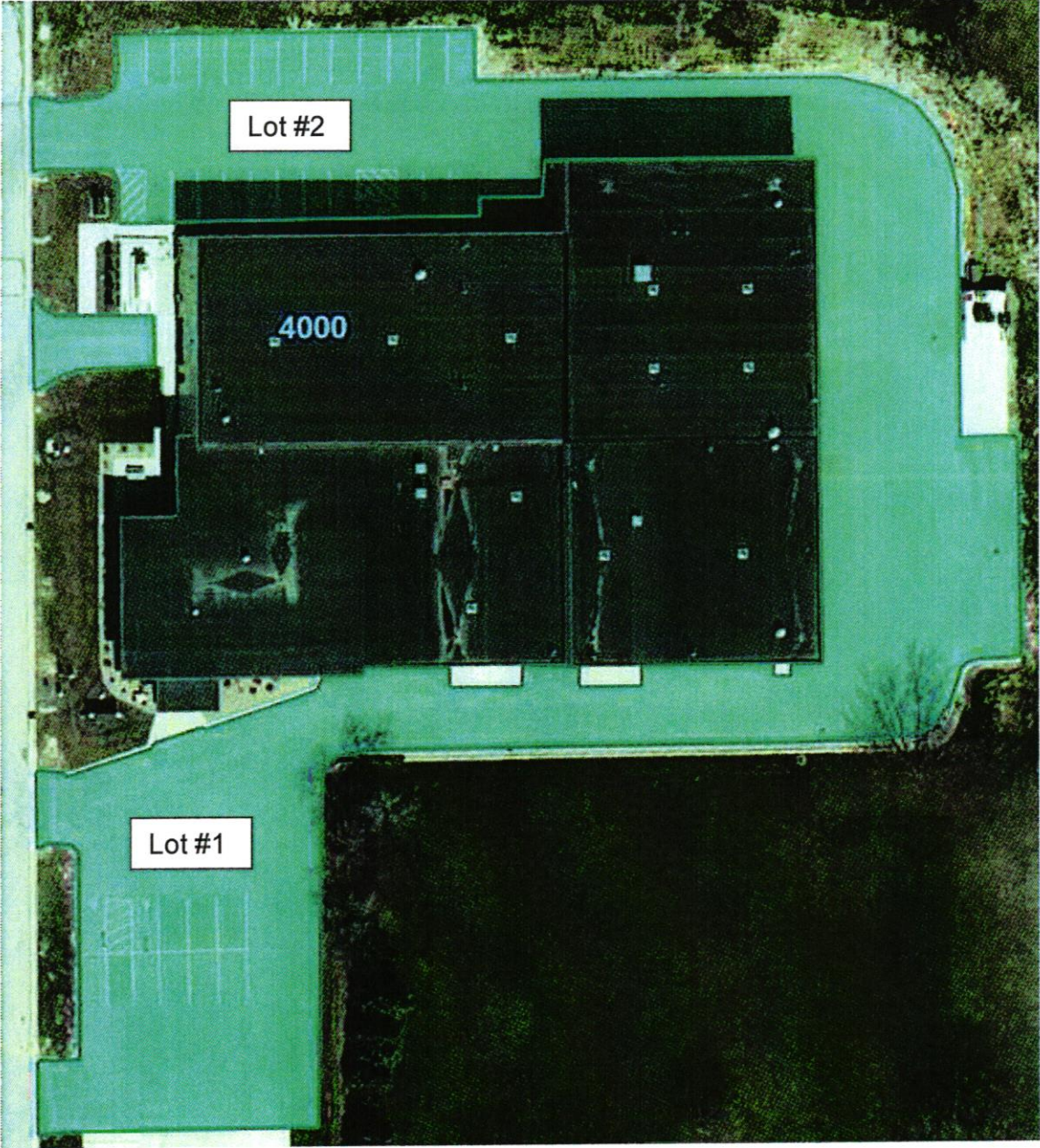
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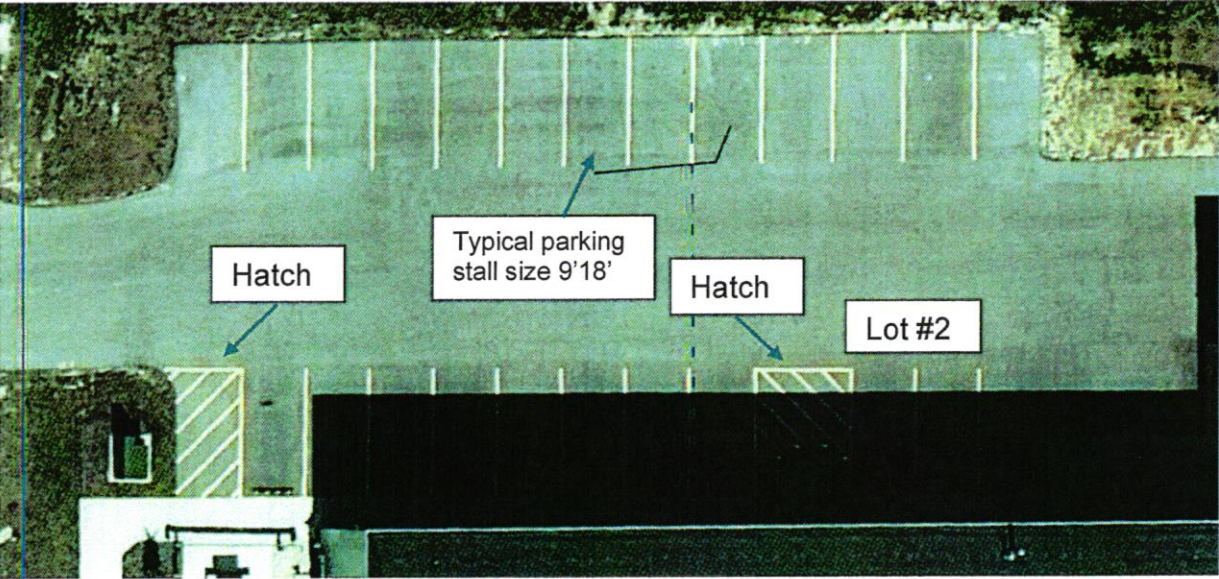
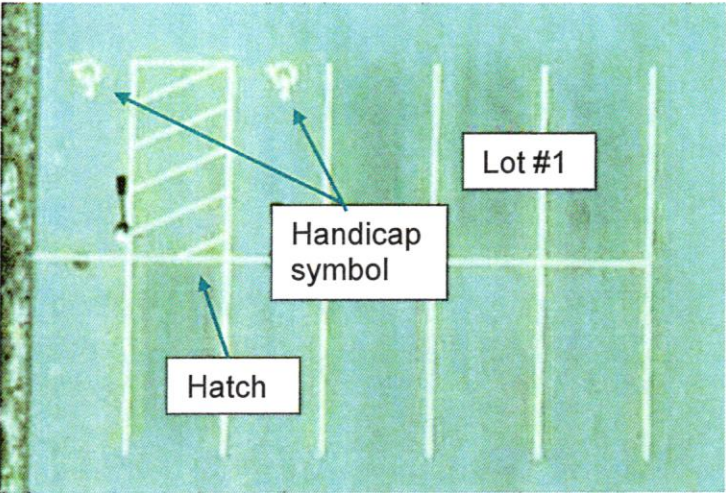
Symbol D



# Water Utility Parking Lot



# Detailed Views



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# STAFF REPORT

## EXECUTIVE SUMMARY

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**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 124<sup>th</sup> 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.

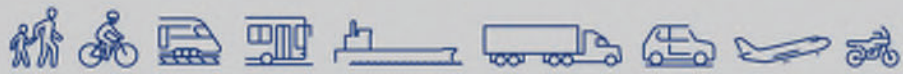
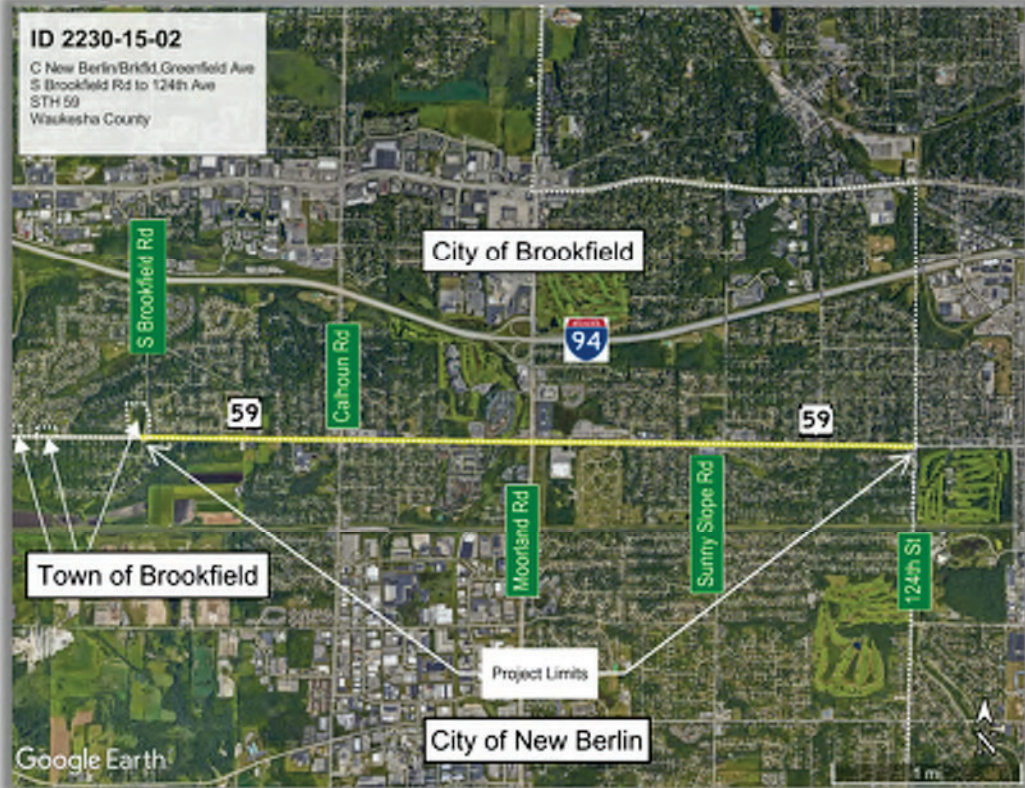
1. Funding for the STH 59/Greenfield Ave. rehabilitation project was approved as part of the 2024 CIP budget. The design services is being completed by WisDOT but the City is responsible administering the real estate acquisition services and appraisals. WisDOT will reimburse the City for this work when 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 124<sup>th</sup> 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 124<sup>th</sup> St



NOTES: THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

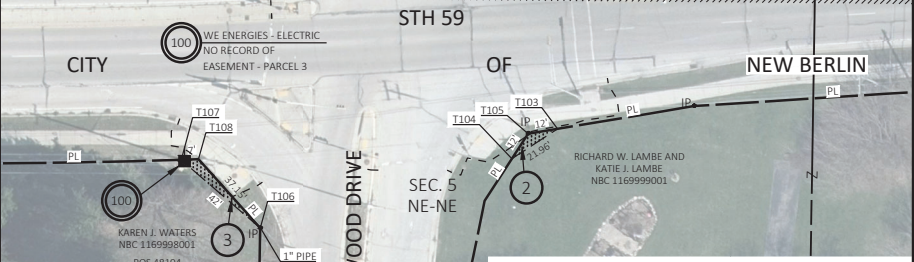
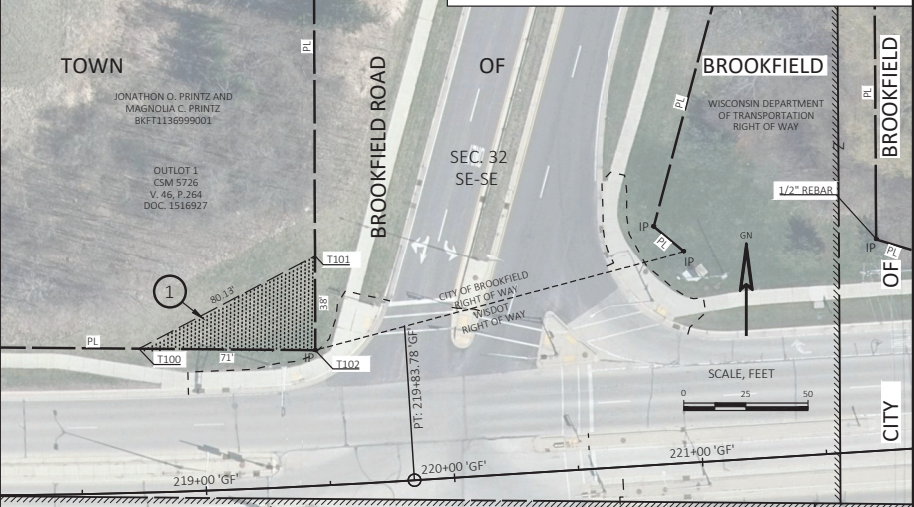
R/W PROJECT NUMBER: 2230-15-22 / 2230-15-23 EXHIBIT NUMBER: 1

TLE ACQUISITION EXHIBIT  
C. NEW BERLIN/BRKFLD, GREENFIELD AVE.  
S BROOKFIELD RD TO 124TH ST.  
WAUKESHA COUNTY

STH 59 PART OF OUTLOT 1, CSM 5726, LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 32, T7N, R20E, TOWN OF BROOKFIELD, AND PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 5, T6N, R20E, CITY OF NEW BERLIN, ALL IN WAUKESHA COUNTY, WISCONSIN.

THE PURPOSE FOR ALL TLE'S IS SIDEWALK REPLACEMENT, UNLESS OTHERWISE NOTED.

ALL FOUND MONUMENTS ARE 1" PIPES WITH WISDOT CAPS UNLESS OTHERWISE NOTED.



**Preliminary**  
02/13/2026 11:03:53 AM

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS.

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.	R/W PROJECT NUMBER
1	JONATHON O. PRINTZ AND MAGNOLIA C. PRINTZ	TLE	1349	2230-15-22
2	RICHARD W. LAMBE AND KATIE J. LAMBE	TLE	54	2230-15-23
3	KAREN J. WATERS	TLE	100	2230-15-23

THESE EXHIBITS ARE APPROVED FOR THE CITY OF BROOKFIELD, WAUKESHA COUNTY WISCONSIN.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

THESE EXHIBITS ARE APPROVED FOR THE CITY OF NEW BERLIN, WAUKESHA COUNTY WISCONSIN.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
100	WE ENERGIES - ELECTRIC	TEMPORARY RELEASE OF RIGHTS

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

NOTES: THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

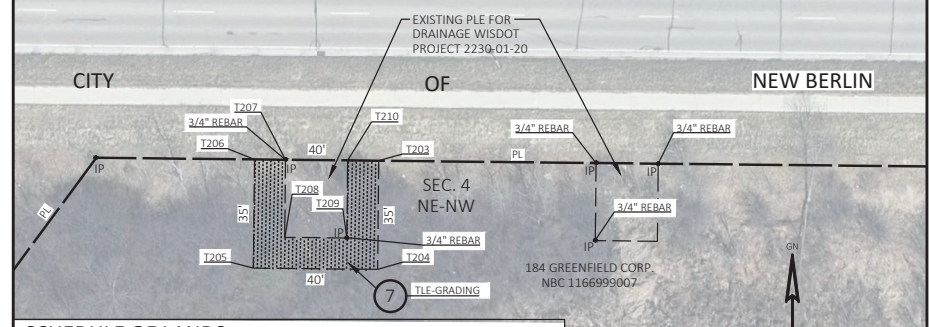
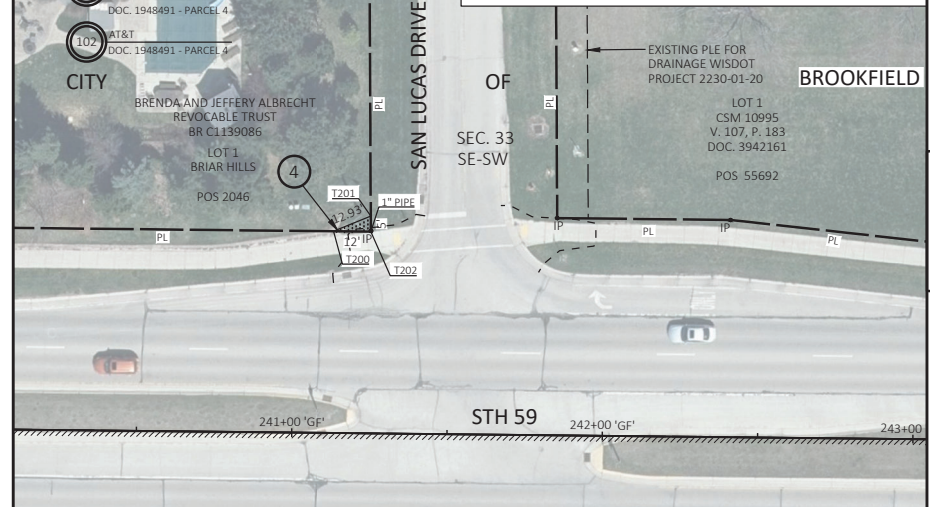
R/W PROJECT NUMBER: 2230-15-22 / 2230-15-23 EXHIBIT NUMBER: 2

TLE ACQUISITION EXHIBIT  
C. NEW BERLIN/BRKFLD, GREENFIELD AVE.  
S BROOKFIELD RD TO 124TH ST.  
WAUKESHA COUNTY

STH 59 PART OF LOT 1, BRIAR HILLS AND LOT 1, CSM 10995, LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 33, T7N, R20E, CITY OF BROOKFIELD, AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 4, T6N, R20E, CITY OF NEW BERLIN, ALL IN WAUKESHA COUNTY, WISCONSIN.

THE PURPOSE FOR ALL TLE'S IS SIDEWALK REPLACEMENT, UNLESS OTHERWISE NOTED.

ALL FOUND MONUMENTS ARE 1" PIPES WITH WISDOT CAP UNLESS OTHERWISE NOTED.



OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS.

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.	R/W PROJECT NUMBER
4	BRENDA AND JEFFERY ALBRECHT REVOCABLE TRUST	TLE	30	2230-15-22
7	184 GREENFIELD CORP.	TLE	902	2230-15-23

THESE EXHIBITS ARE APPROVED FOR THE CITY OF BROOKFIELD, WAUKESHA COUNTY WISCONSIN.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

THESE EXHIBITS ARE APPROVED FOR THE CITY OF NEW BERLIN, WAUKESHA COUNTY WISCONSIN.

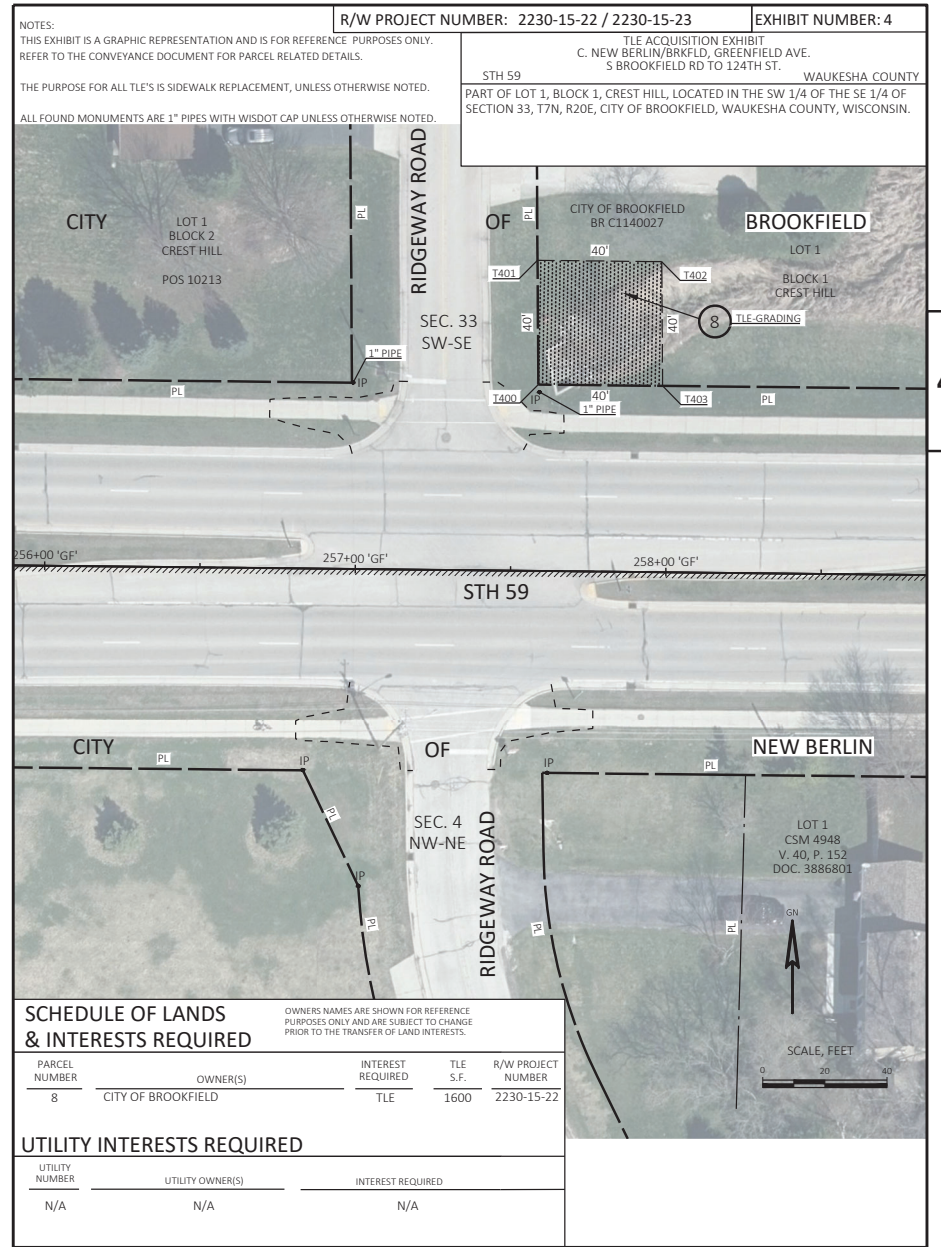
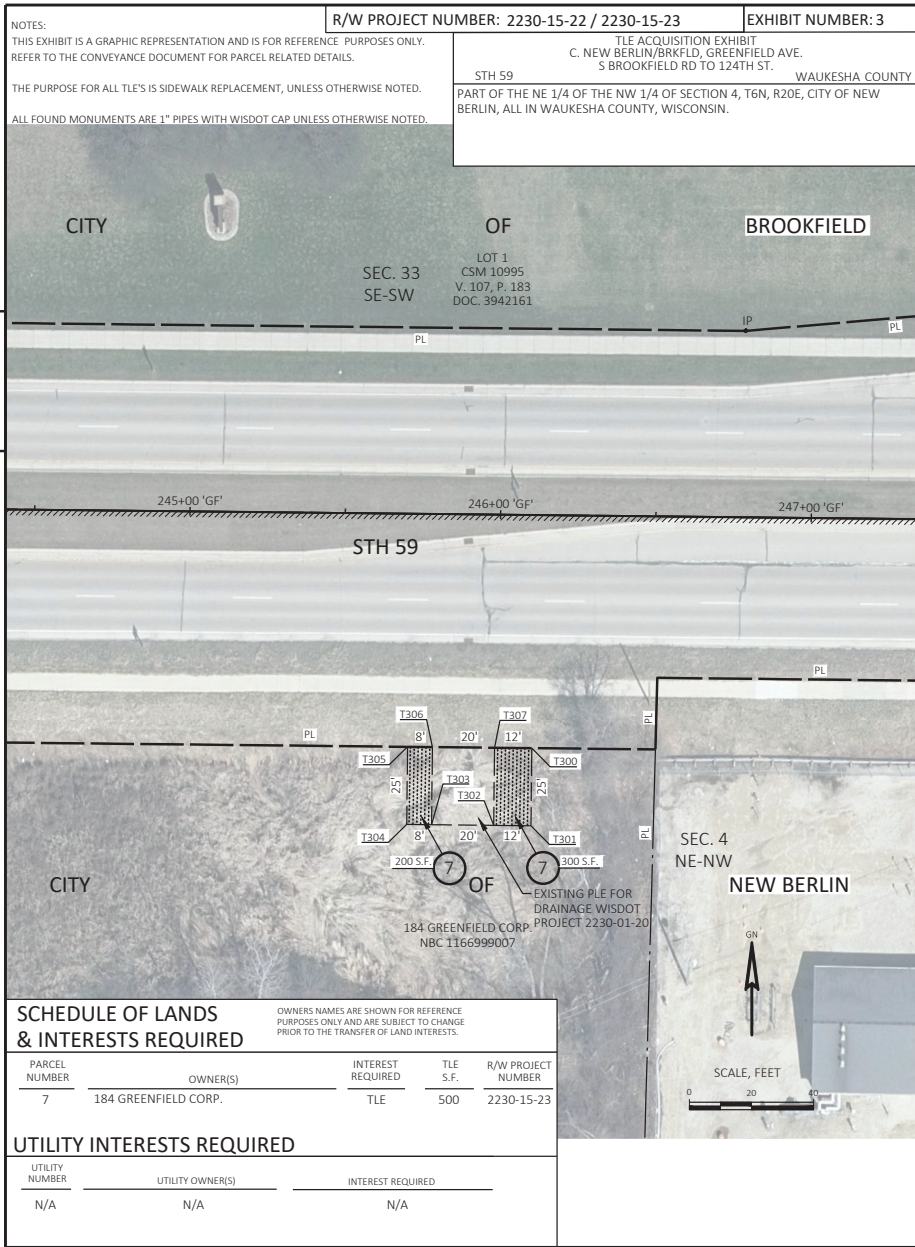
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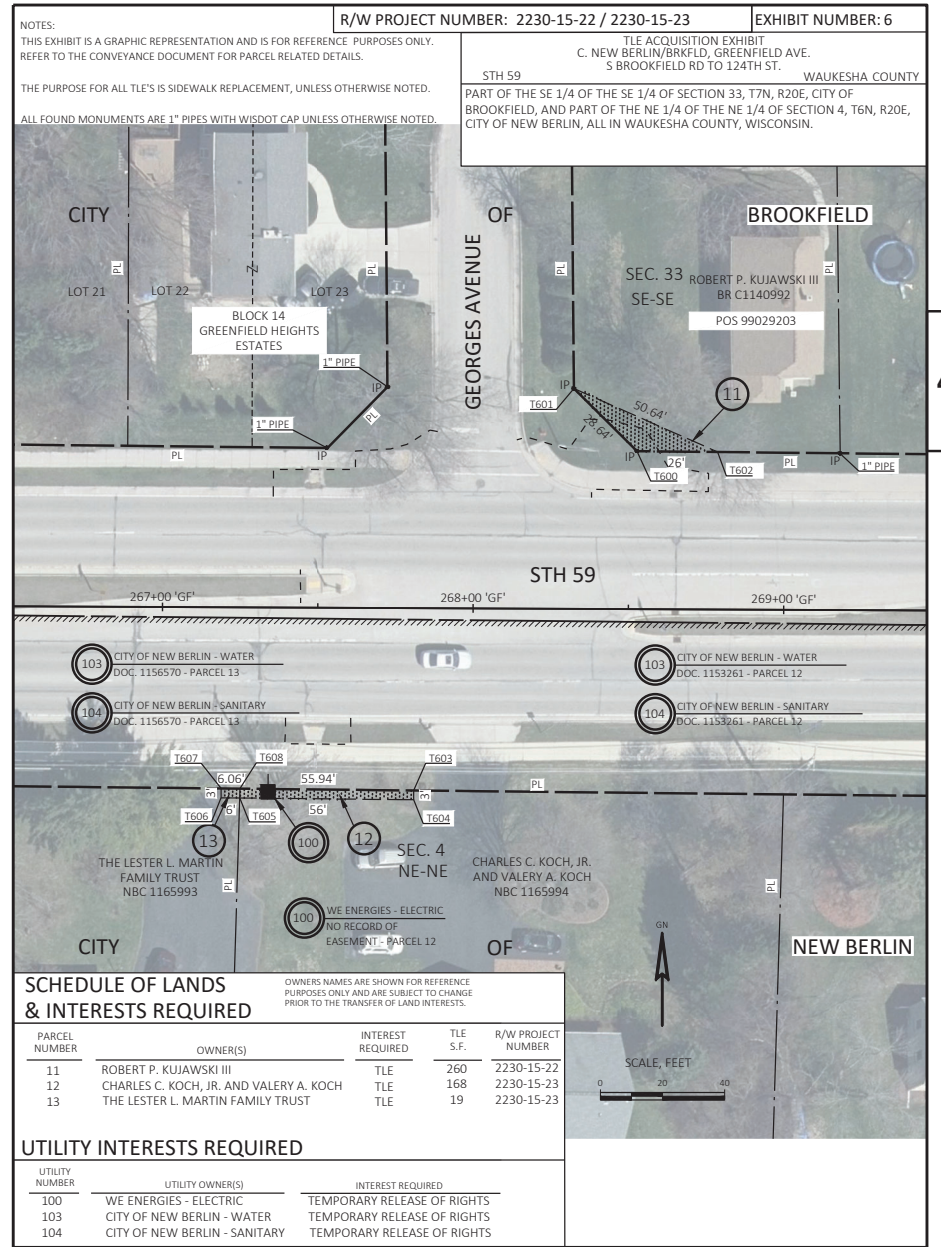
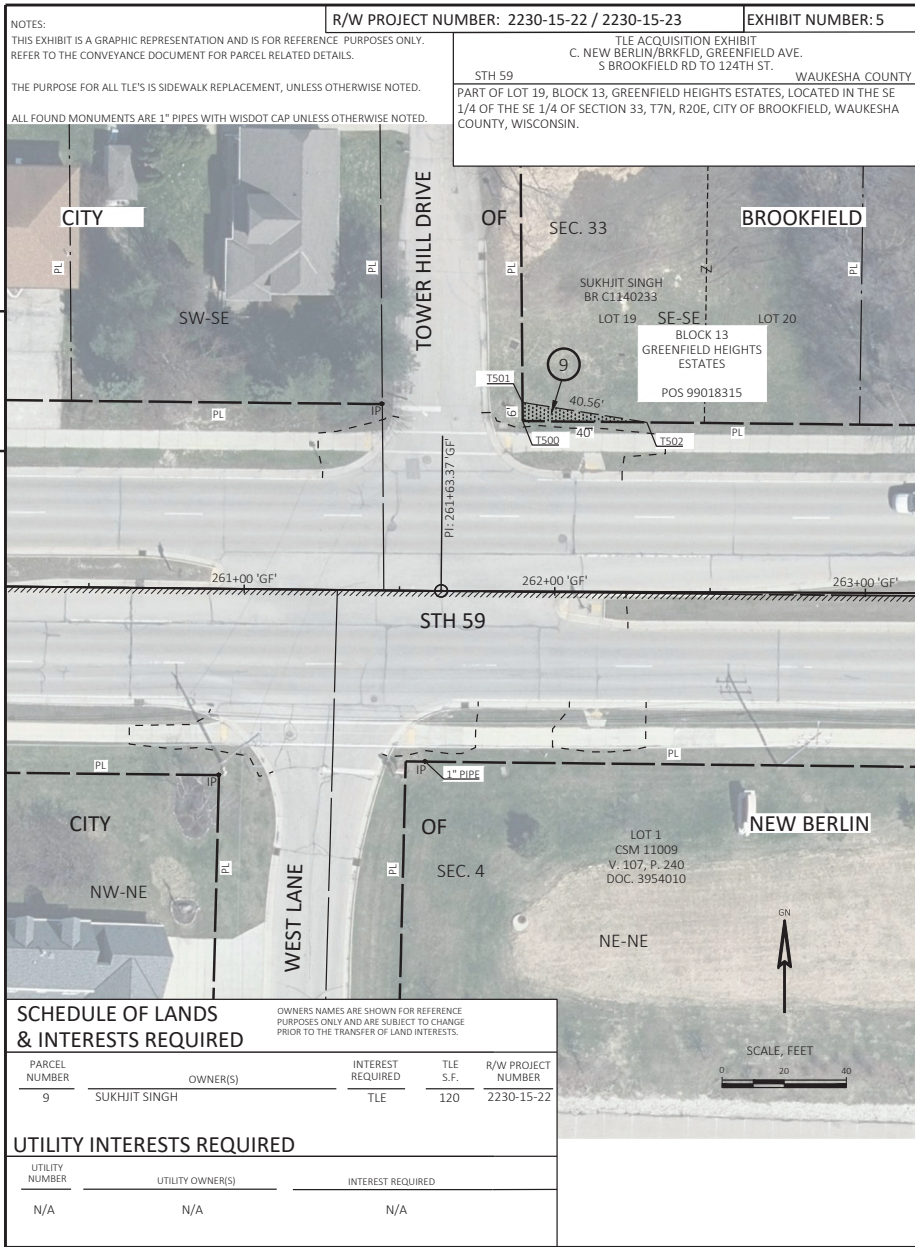
PRINT NAME: \_\_\_\_\_

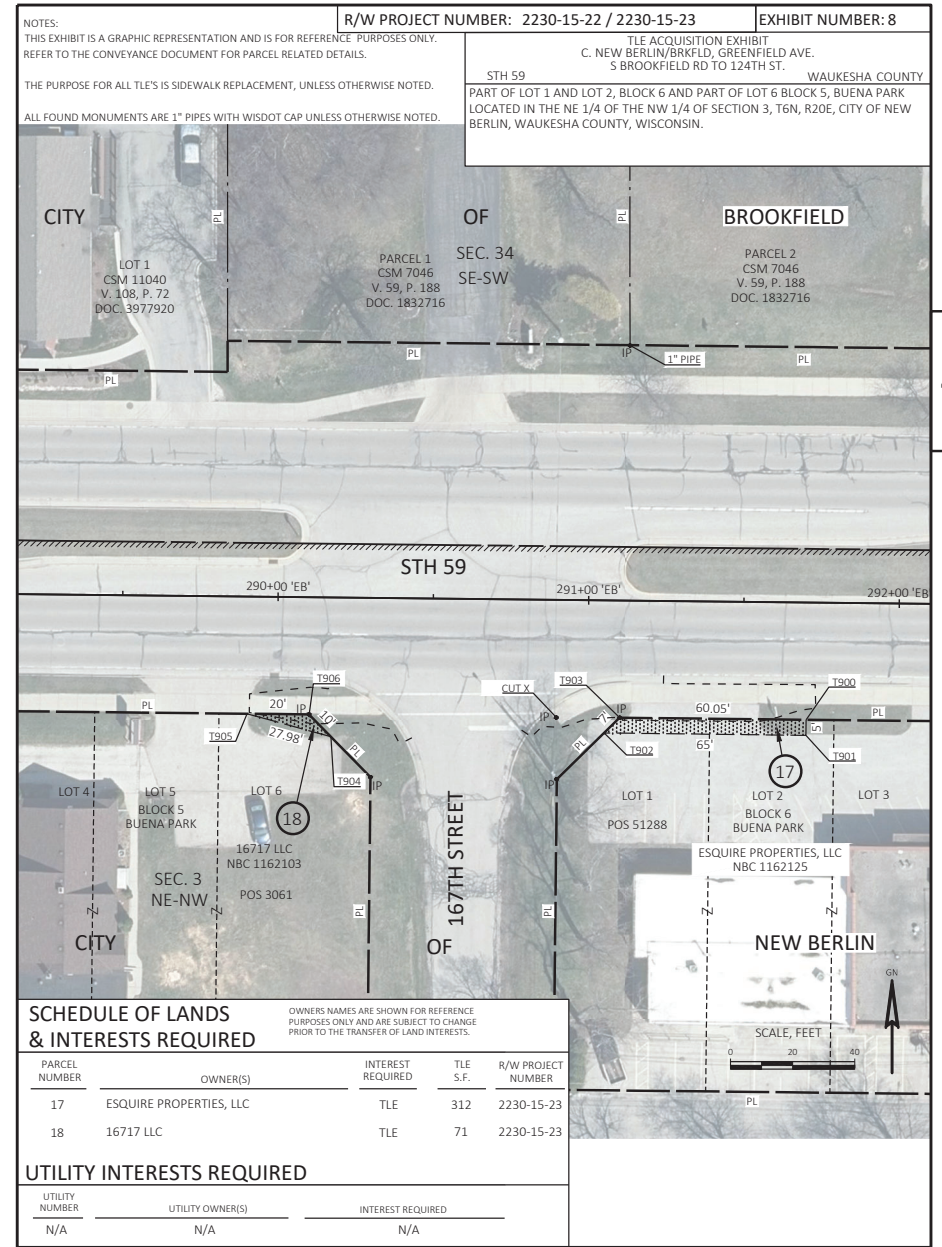
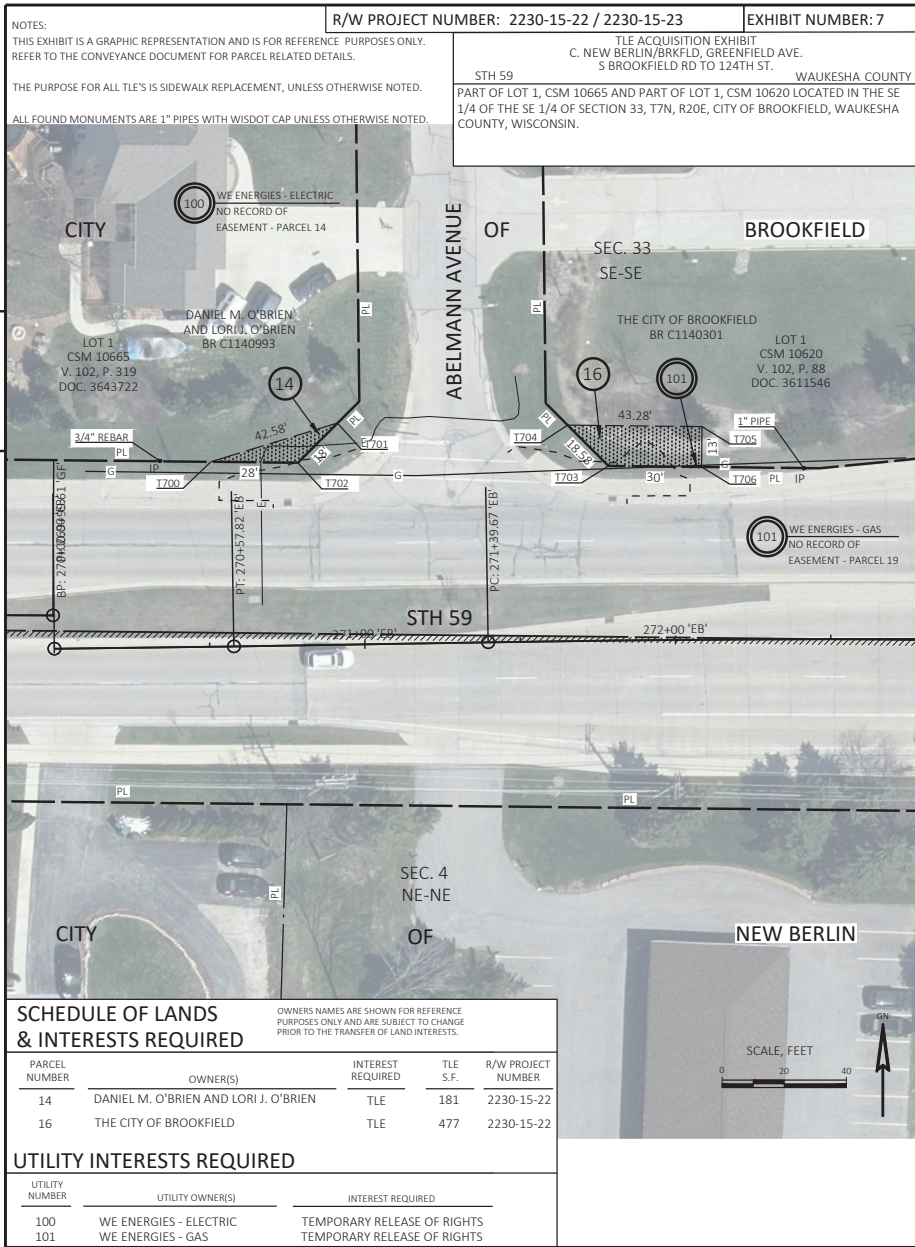
UTILITY INTERESTS REQUIRED

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
100	WE ENERGIES - ELECTRIC	TEMPORARY RELEASE OF RIGHTS
102	AT&T DISTRIBUTION	TEMPORARY RELEASE OF RIGHTS

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







NOTES: THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

R/W PROJECT NUMBER: 2230-15-22 / 2230-15-23 EXHIBIT NUMBER: 9

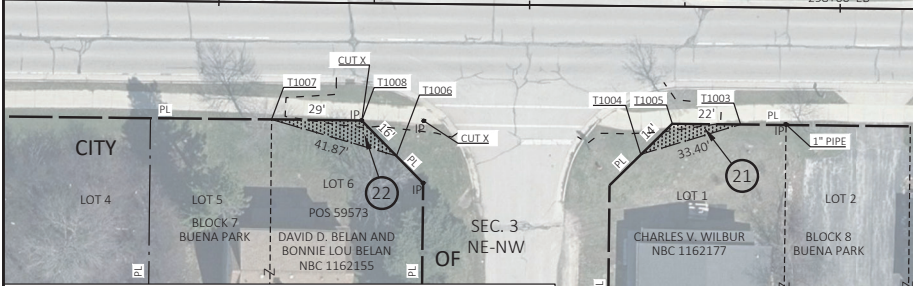
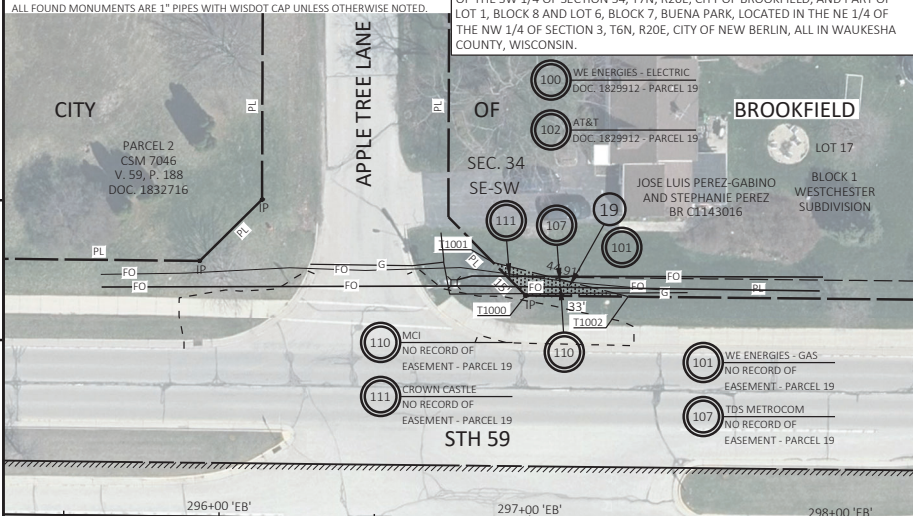
TLE ACQUISITION EXHIBIT  
C. NEW BERLIN/BRKFLD, GREENFIELD AVE.  
S BROOKFIELD RD TO 124TH ST.  
WAUKESHA COUNTY

STH 59

PART OF LOT 17, BLOCK 1, WESTCHESTER SUBDIVISION, LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 34, T7N, R20E, CITY OF BROOKFIELD, AND PART OF LOT 1, BLOCK 8 AND LOT 6, BLOCK 7, BUENA PARK, LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 3, T6N, R20E, CITY OF NEW BERLIN, ALL IN WAUKESHA COUNTY, WISCONSIN.

THE PURPOSE FOR ALL TLE'S IS SIDEWALK REPLACEMENT, UNLESS OTHERWISE NOTED.

ALL FOUND MONUMENTS ARE 1" PIPES WITH WISDOT CAP UNLESS OTHERWISE NOTED.



**SCHEDULE OF LANDS & INTERESTS REQUIRED**

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS.

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.	R/W PROJECT NUMBER
19	JOSE LUIS PEREZ-GABINO AND STEPHANIE PEREZ	TLE	175	2230-15-22
21	CHARLES V. WILBUR	TLE	109	2230-15-23
22	DAVID D. BELAN AND BONNIE LOU BELAN	TLE	165	2230-15-23

**UTILITY INTERESTS REQUIRED**

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
100	WE ENERGIES - ELECTRIC	TEMPORARY RELEASE OF RIGHTS
101	WE ENERGIES - GAS	TEMPORARY RELEASE OF RIGHTS
102	AT&T DISTRIBUTION	TEMPORARY RELEASE OF RIGHTS
107	TDS METROCOM	TEMPORARY RELEASE OF RIGHTS
110	MCI	TEMPORARY RELEASE OF RIGHTS
111	CROWN CASTLE	TEMPORARY RELEASE OF RIGHTS

FILE NAME : TLE\_EXHIBITS.DWG PLOT DATE : 2/13/2026 10:44 AM R/W PROJECT: 2230-15-22/2230-15-23

NOTES: THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

R/W PROJECT NUMBER: 2230-15-22 / 2230-15-23 EXHIBIT NUMBER: 10

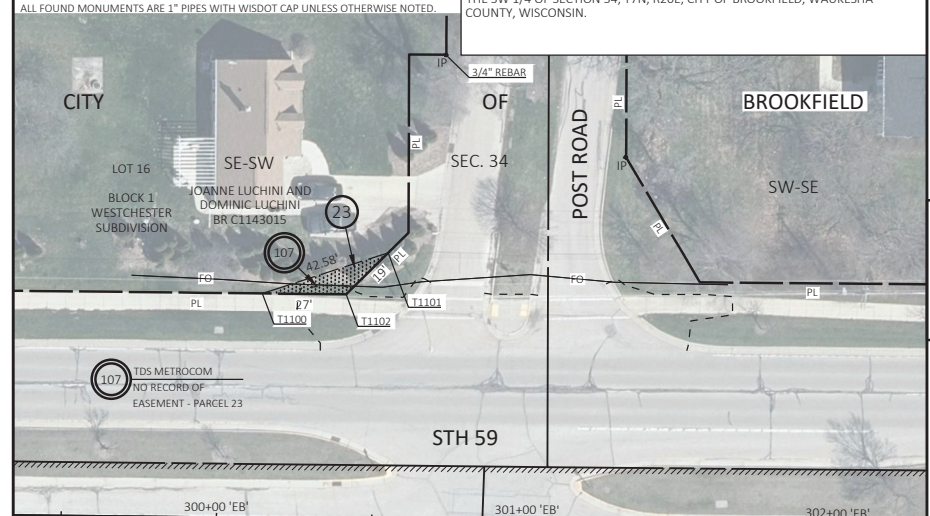
TLE ACQUISITION EXHIBIT  
C. NEW BERLIN/BRKFLD, GREENFIELD AVE.  
S BROOKFIELD RD TO 124TH ST.  
WAUKESHA COUNTY

STH 59

PART OF LOT 16, BLOCK 1, WESTCHESTER SUBDIVISION, LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 34, T7N, R20E, CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

THE PURPOSE FOR ALL TLE'S IS SIDEWALK REPLACEMENT, UNLESS OTHERWISE NOTED.

ALL FOUND MONUMENTS ARE 1" PIPES WITH WISDOT CAP UNLESS OTHERWISE NOTED.



**SCHEDULE OF LANDS & INTERESTS REQUIRED**

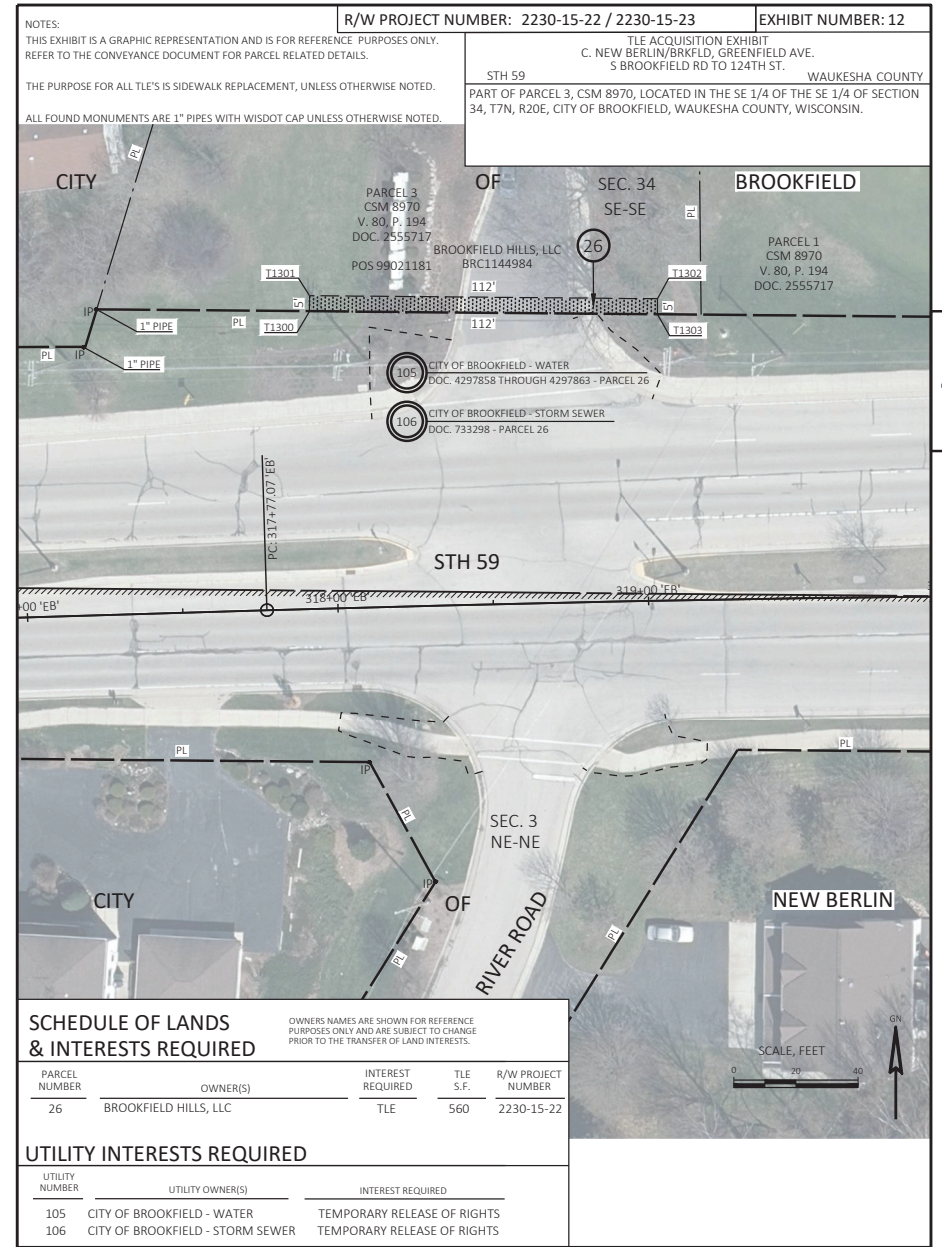
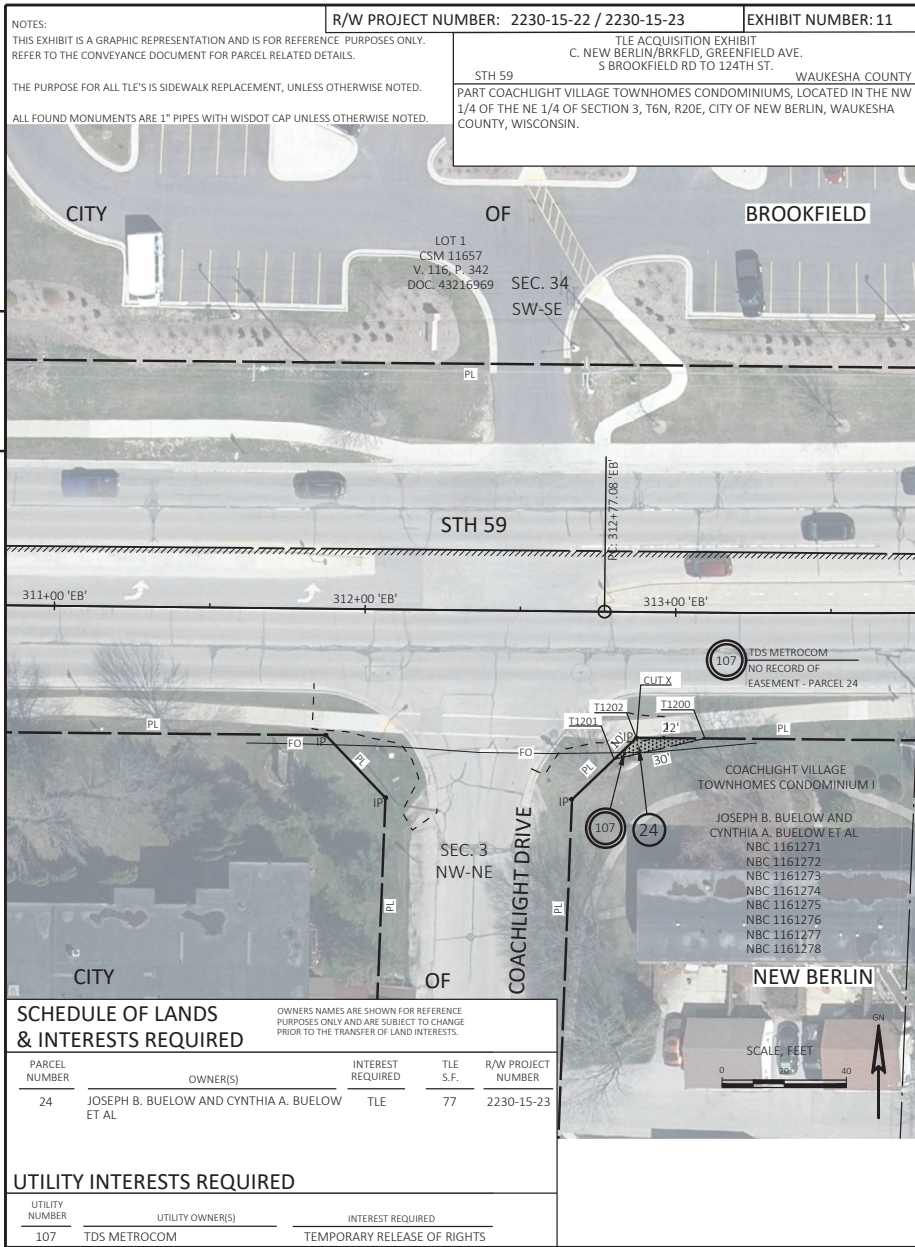
OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS.

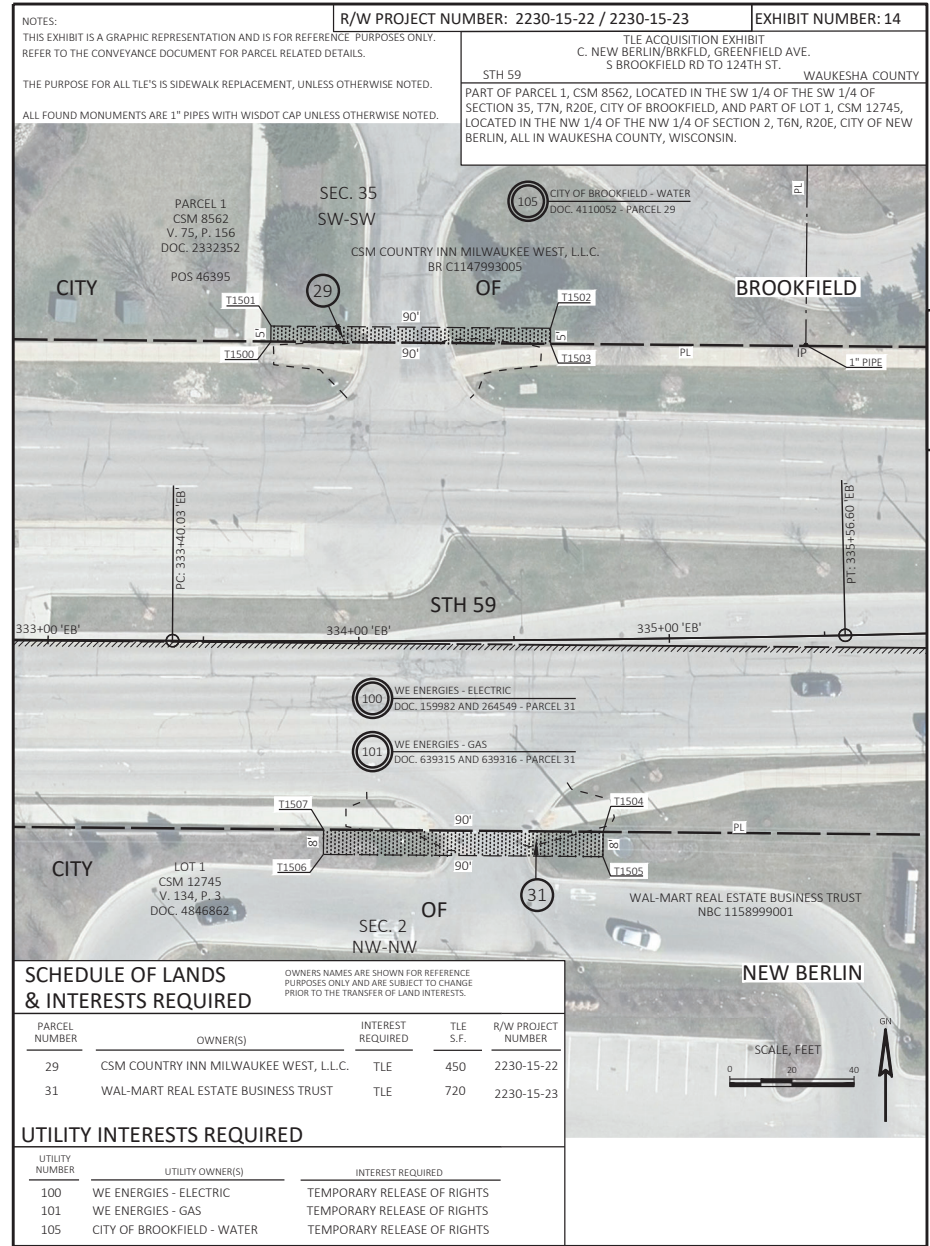
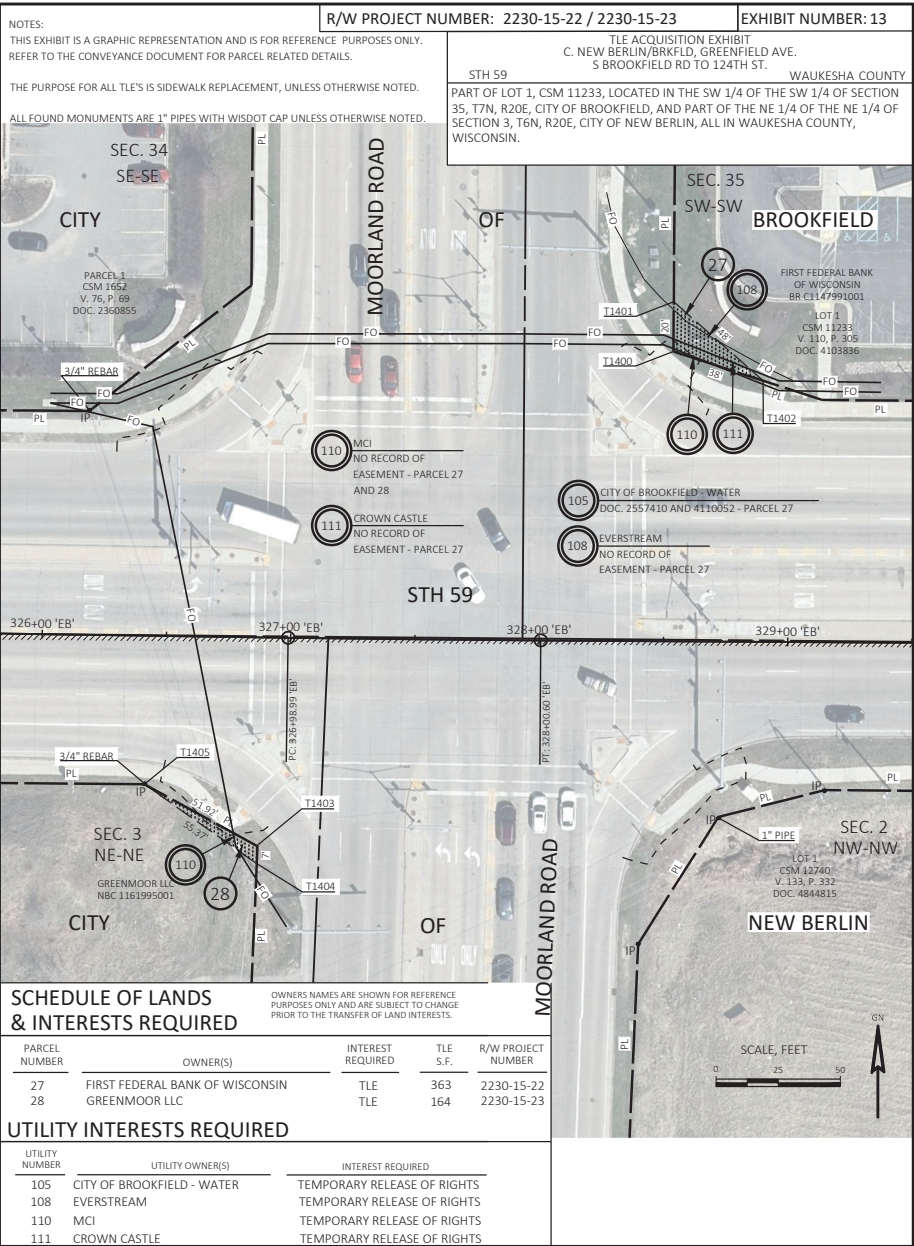
PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TLE S.F.	R/W PROJECT NUMBER
23	JOANNE LUCHINI AND DOMINIC LUCHINI	TLE	182	2230-15-22

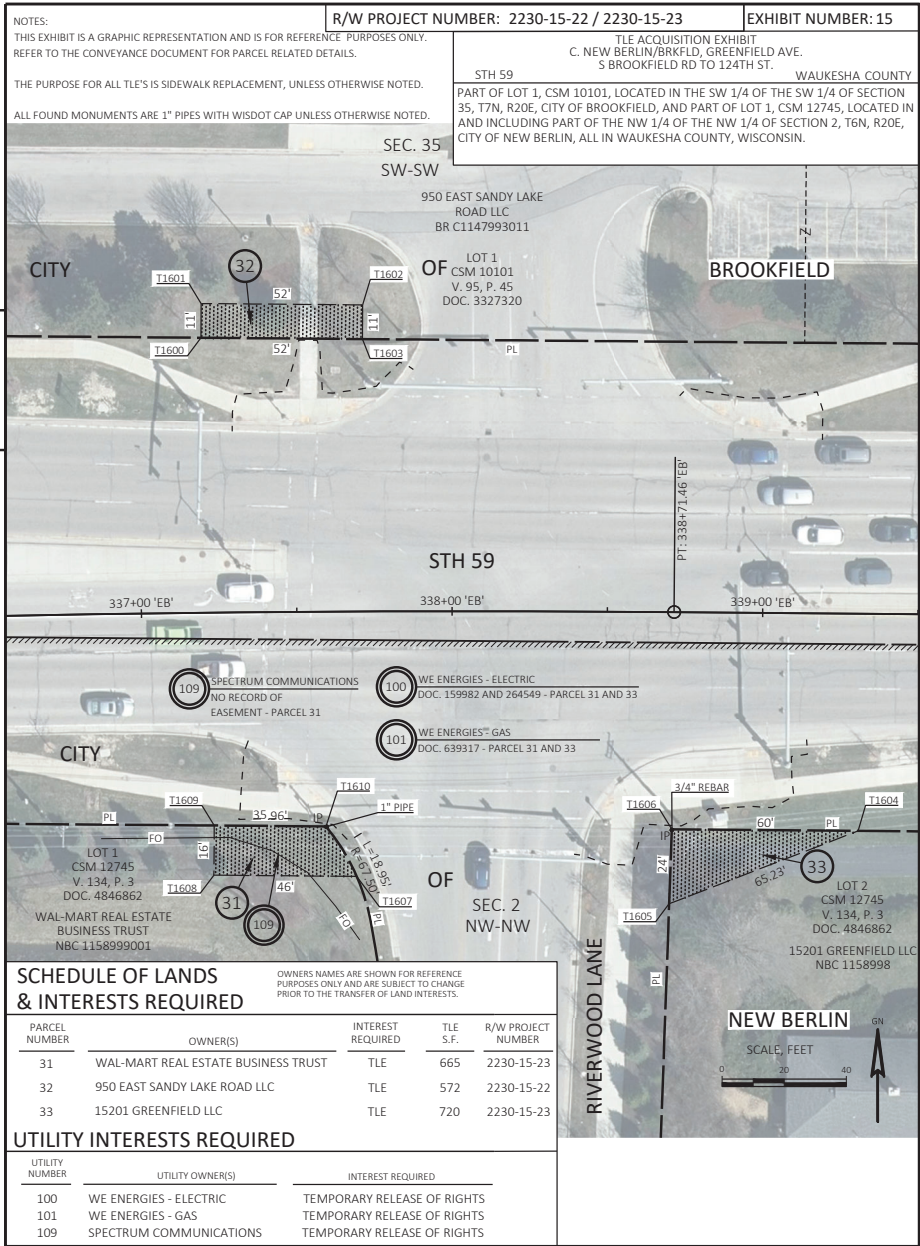
**UTILITY INTERESTS REQUIRED**

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
107	TDS METROCOM	TEMPORARY RELEASE OF RIGHTS

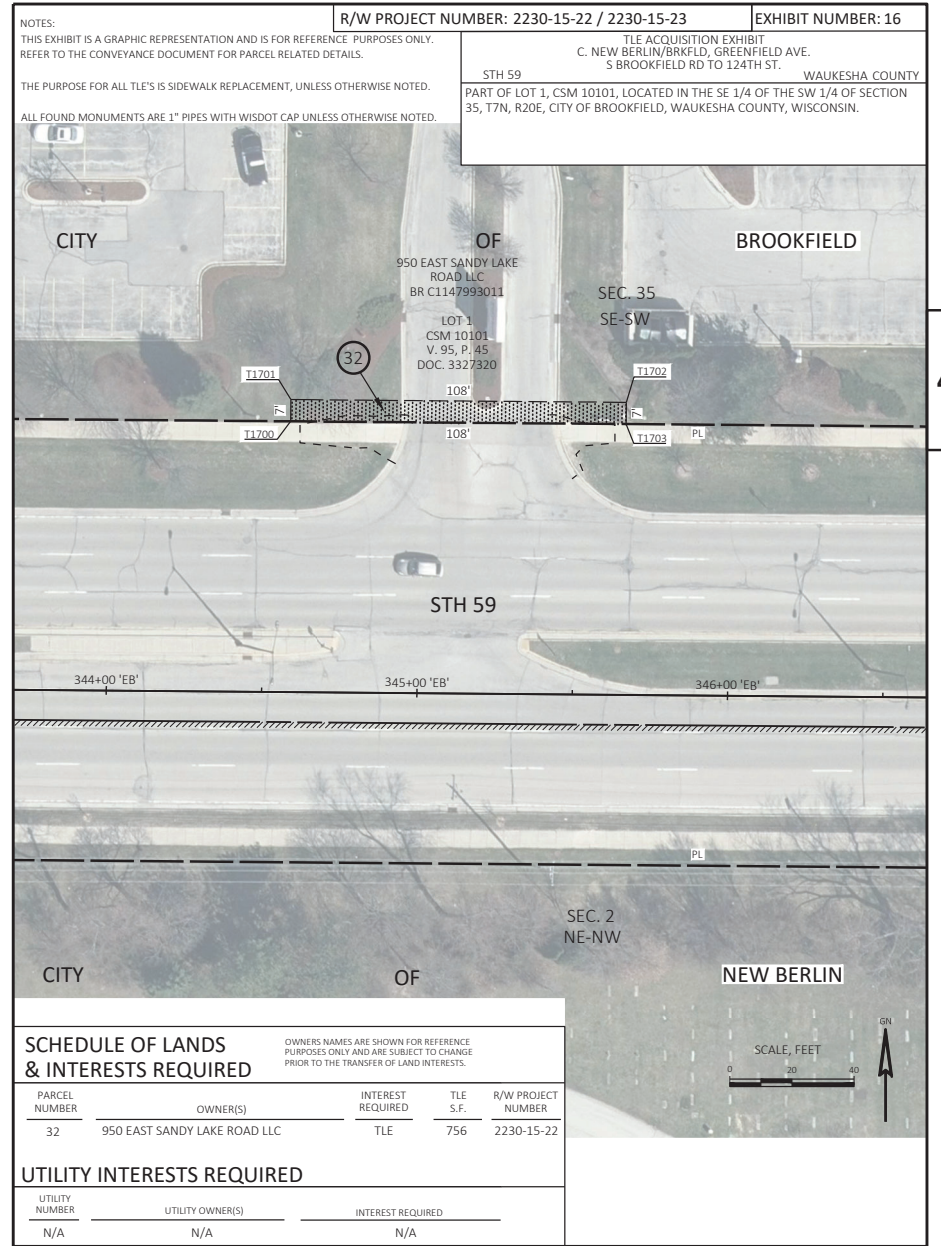
FILE NAME : TLE\_EXHIBITS.DWG PLOT DATE : 2/13/2026 10:44 AM R/W PROJECT: 2230-15-22/2230-15-23



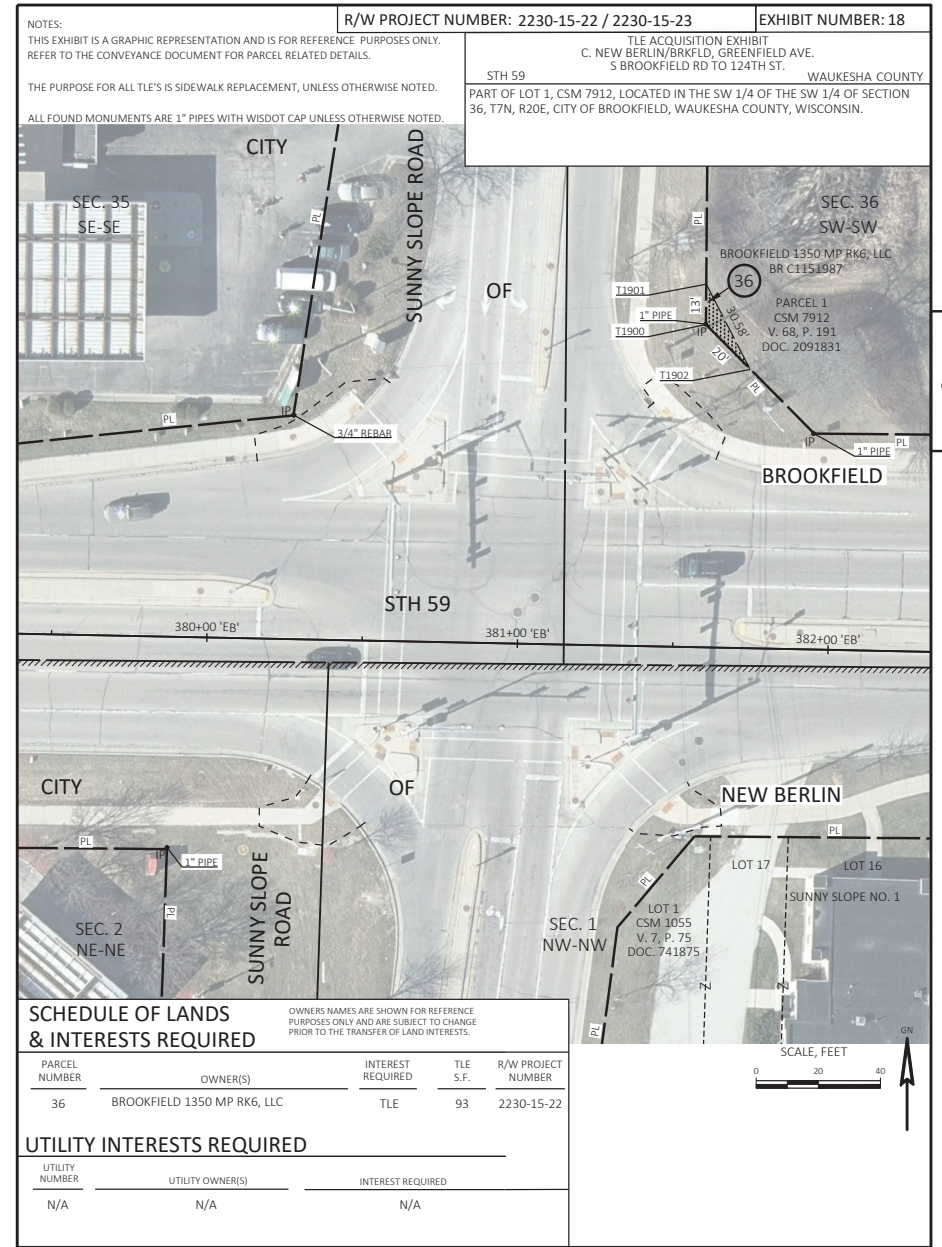
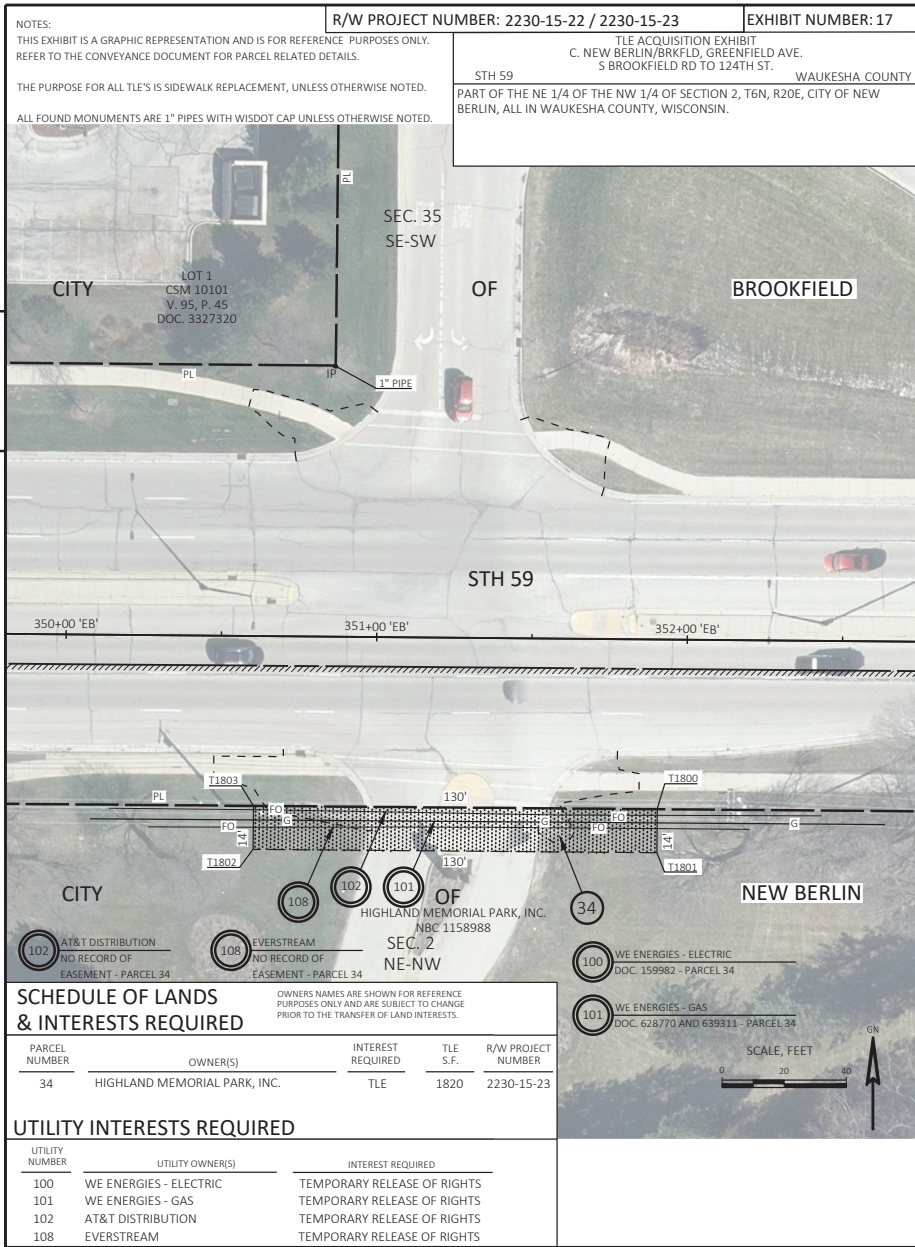


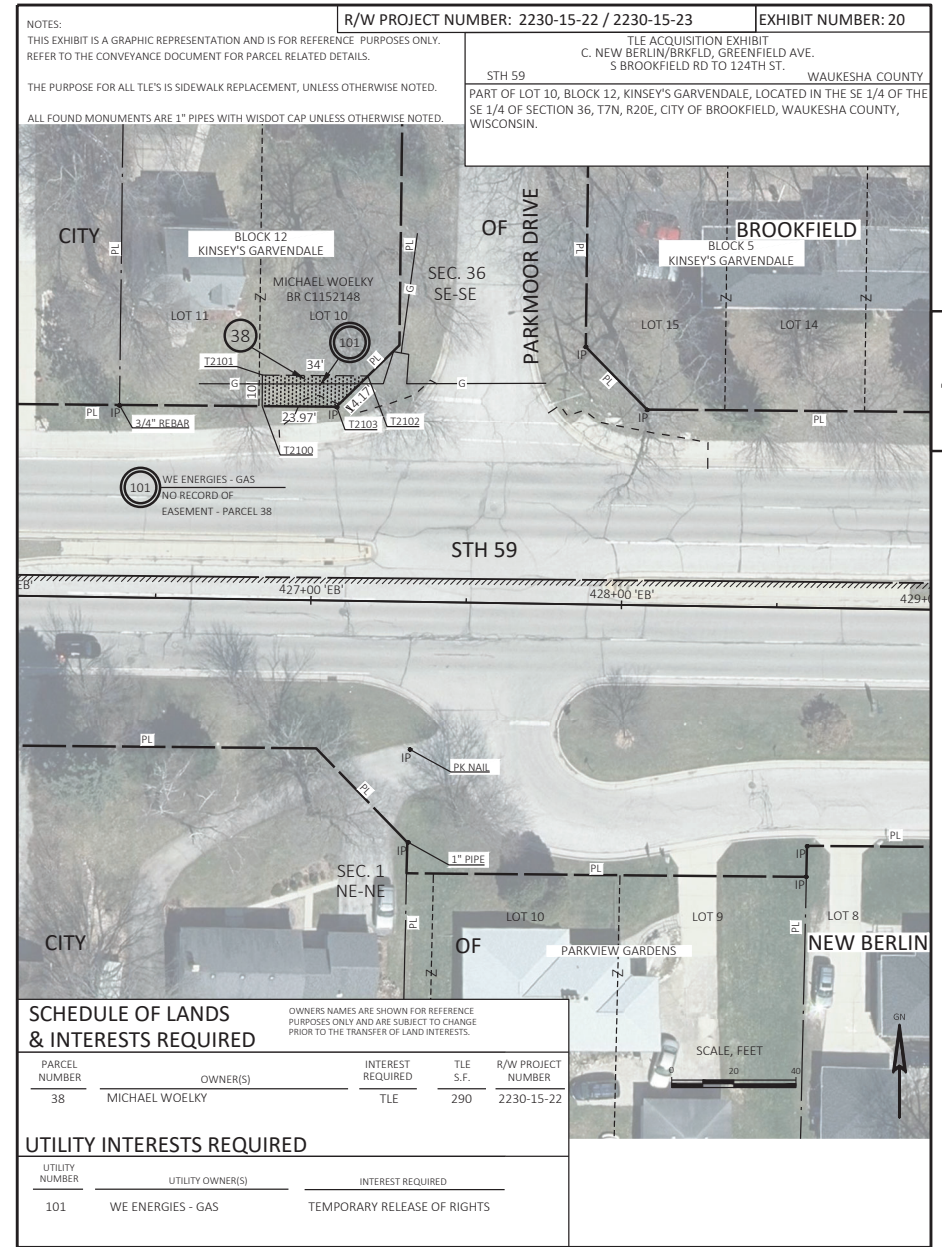
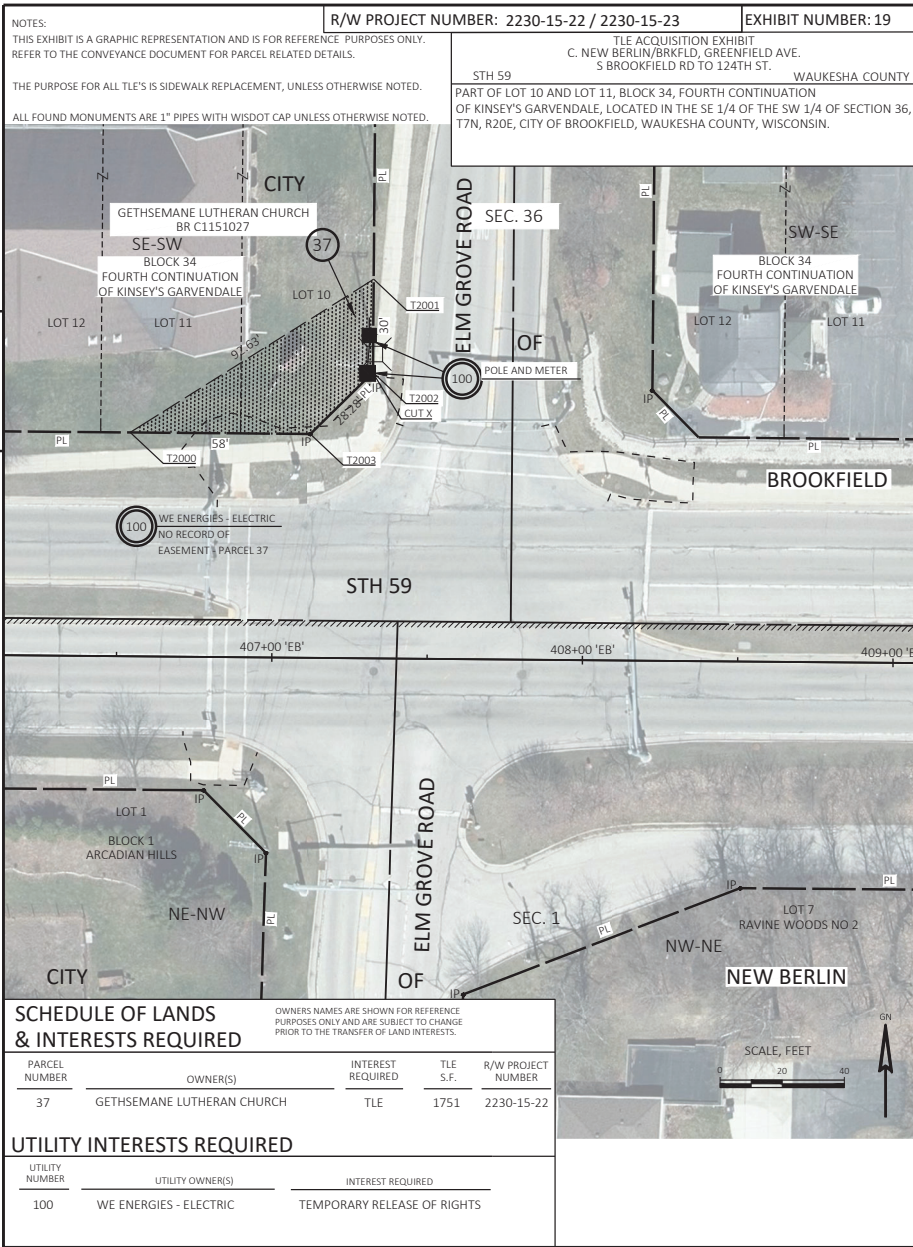


FILE NAME : TLE\_EXHIBITS.DWG      PLOT DATE : 2/13/2026 8:30 AM      R/W PROJECT: 2230-15-22/230-15-23



FILE NAME : TLE\_EXHIBITS.DWG      PLOT DATE : 2/13/2026 8:30 AM      R/W PROJECT: 2230-15-22/230-15-23



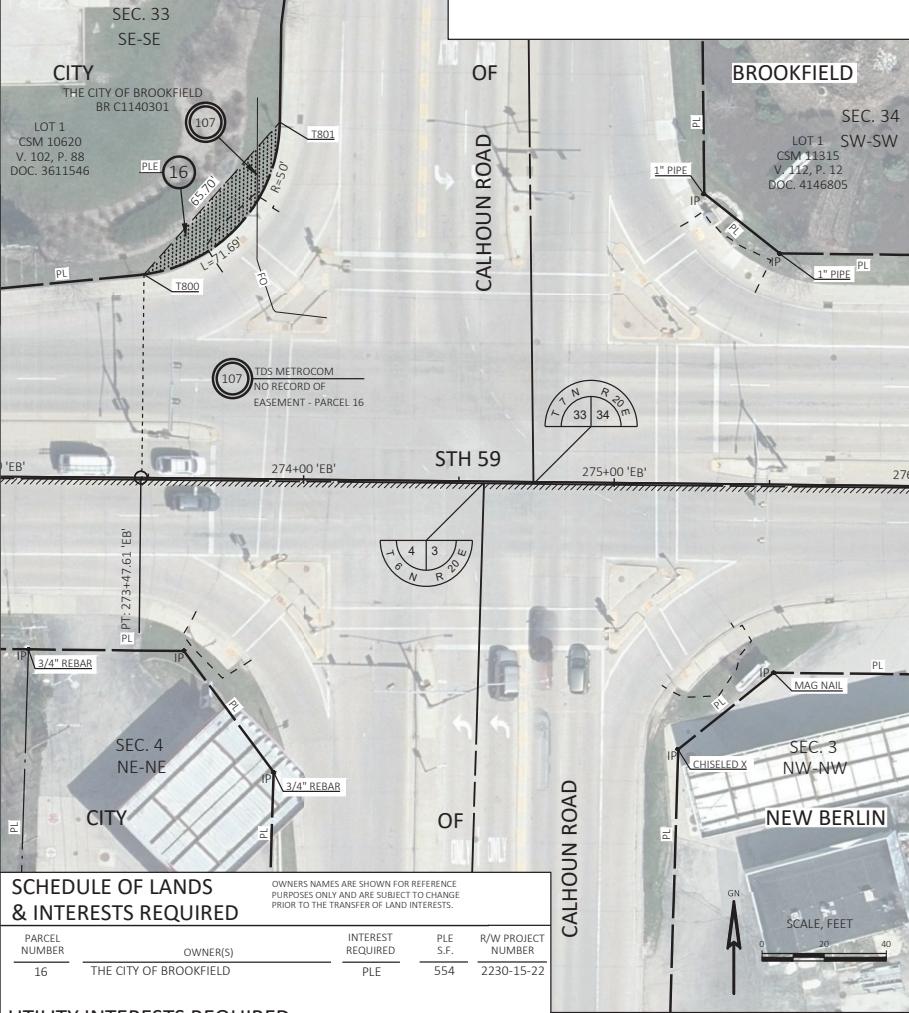


NOTES: THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY. REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

R/W PROJECT NUMBER: 2230-15-22 / 2230-15-23 EXHIBIT NUMBER: 21

THE PURPOSE FOR THIS PERMANENT LIMITED EASEMENT IS SIDEWALK ACCOMMODATIONS.  
ALL FOUND MONUMENTS ARE 1" PIPES WITH WISDOT CAP UNLESS OTHERWISE NOTED.

ACQUISITION EXHIBIT  
C. NEW BERLIN/BRKFLD, GREENFIELD AVE.  
S BROOKFIELD RD TO 124TH ST.  
WAUKESHA COUNTY  
PART OF LOT 1, CSM 10620 LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 33,  
T7N, R20E, CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.



**SCHEDULE OF LANDS & INTERESTS REQUIRED**

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS.

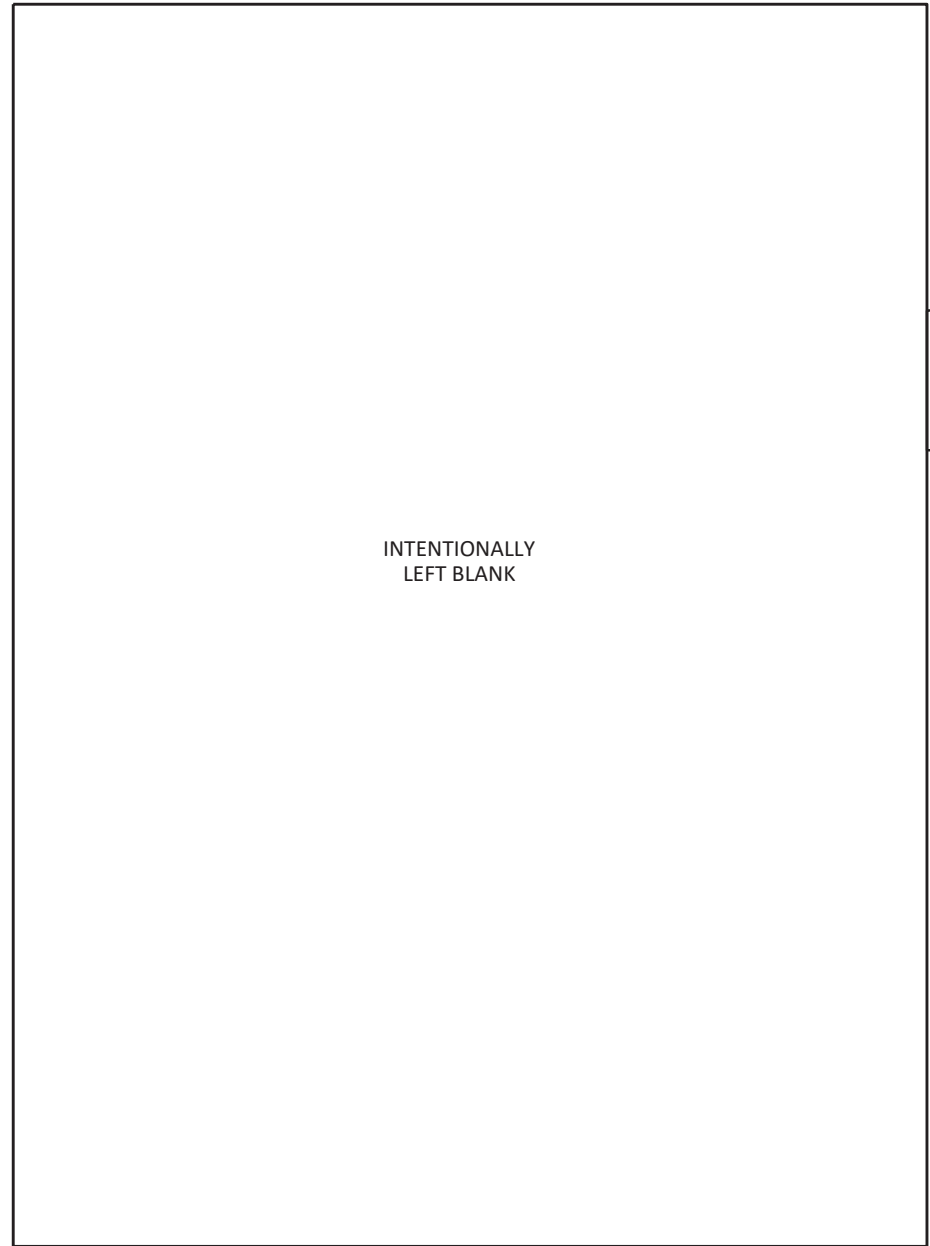
PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	PLE S.F.	R/W PROJECT NUMBER
16	THE CITY OF BROOKFIELD	PLE	554	2230-15-22

**UTILITY INTERESTS REQUIRED**

UTILITY NUMBER	UTILITY OWNER(S)	INTEREST REQUIRED
107	TDS METROCOM	RELEASE OF RIGHTS

THIS MAP IS APPROVED FOR THE THE CITY OF BROOKFIELD, WAUKESHA COUNTY, WISCONSIN.

**Preliminary**  
02/13/2026 11:04:18 AM



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 CONTACT 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 of 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



\_\_\_\_\_  
Consultant

Southern Wisconsin Appraisal, Senior Appraiser

Title

June 12, 2026

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	<p>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.</p> <p>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.</p>
Location	STH 59, Greenfield Avenue, from Brookfield Road to Calhoun Road, New Berlin, WI
Work to be Performed By Selected Consultant	<p>Services include but are not limited to:</p> <ul style="list-style-type: none"><li>• Provide a Real Estate Project Manager</li><li>• Participate in Pre-Project Conferences</li><li>• Project Data Book (needed if Appraisals will be *Short Form)</li><li>• OR</li><li>• Sales Study ( needed if Appraisals will be *Abbreviated Standard)</li><li>• Preparation of All Parcel Files</li><li>• Preparation of Certification of LPA R/W (form 3028)</li><li>• Prepare and Maintain Project Spreadsheets</li><li>• Prepare All Appropriate Documents</li><li>• Preparation of Nominal Value Offers, if Applicable</li><li>• Nominal Payment Parcel Report, if Applicable</li><li>• Secure Utility Interests</li><li>• Complete Appraisal Services</li><li>• Complete Acquisition/Negotiation Services</li><li>• Recording of All Appropriate Documents</li><li>• Coordination of all Plat Revisions</li><li>• Coordination with the City and WDOT</li></ul>

\* 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	<p><u>Solicitation Date</u> May 11, 2026</p> <p><u>Proposal Deadline</u> 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.</p> <p><u>Interview Date</u> 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.</p>
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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 (124<sup>th</sup> Street to 106<sup>th</sup> 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 124<sup>th</sup> 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 124<sup>th</sup> 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
<b>TOTAL</b>		<b>\$37,300</b>	<b>\$17,500</b>	<b>\$54,800</b>

**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
<b>TOTAL</b>				<b>\$3,300</b>

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

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QUALIFICATIONS OF THE APPRAISER

**GENE A. BOCK**

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

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**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 FNMA Appraisal Issues  
Narrative Report Seminar New URAR Form & Procedures  
Computer Application Seminar Creative Financing Seminar  
Subdivision Analysis 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.

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QUALIFICATIONS OF THE APPRAISER

**Stephen G. Schultz**

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

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**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 appraisals  
assignments as well as Eminent Domain Valuations (Total & Partial  
Acquisitions

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## **MeriKatherine Bock**

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

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### **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 Pubic 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**

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**STACEY SALVO**

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

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**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 2007-Present  
Wisconsin Notary Public 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 <sup>th</sup> 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.

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**Anne T. V. Bock**

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

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**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

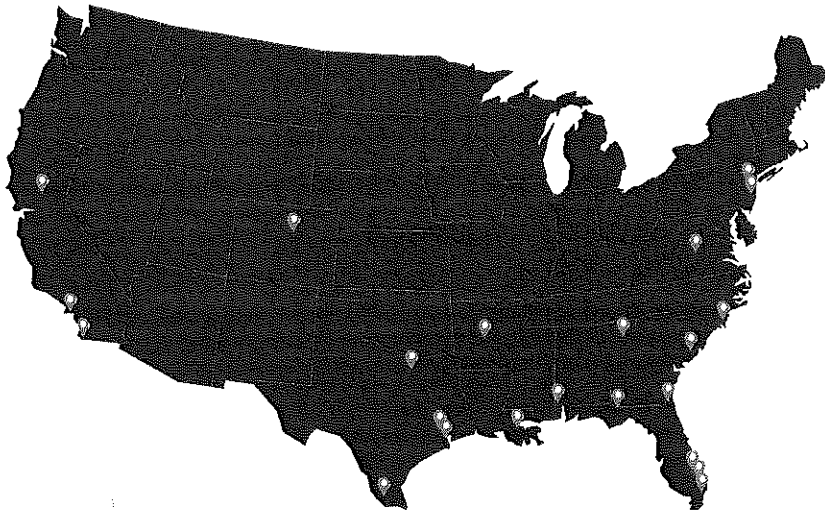
**Sinai Samaritan Medical Center**      **Milwaukee, WI**  
April 1990 – January 1992

*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



P.O. Box 17017  
Galveston, TX 77552  
TTY: 888-721-4DRC  
Phone: 504-482-2852  
Fax: 504-482-2852  
www.drcusa.com

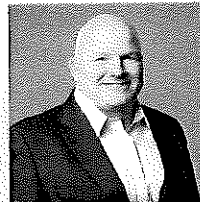
**DRC CONTACT ADDRESSES**

111 Veterans Blvd., Suite 401  
Metairie, LA 70005

**DRC CONTACTS**



**KRISTY FUENTES**  
Vice President of Compliance  
and Administration  
Email: kfuentes@drcusa.com  
Office: 504.482.2848  
Cell: 504.220.7682



**JOE NEWMAN**  
Vice President of Operations  
Email: jnewman@drcusa.com  
Cell: 214.930.9300



**JOHN SULLIVAN**  
President  
Email: jsullivan@drcusa.com  
Office: 504.482.2848  
Cell: 832.731.8234



**LISA GARCIA WALSH**  
Contract Manager  
Email: lwalsh@drcusa.com  
Office: 504.482.2848  
Cell: 504.715.9052

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**Tab A: Letter of Introduction**  
Emergency Debris Removal Services



111 Veterans Boulevard • Suite 401 • Metairie, LA 70005 • (888) 721-4372 • Fax: (504) 482-2852

[www.drcusa.com](http://www.drcusa.com)

May 31, 2023

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

Re: Emergency Debris Removal Services

Dear Sir or Madam,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and the City of New Berlin our proposal to provide Emergency Debris Removal services as required in the above referenced RFP. DRC is among the leading disaster management companies in the United States. Our services include emergency debris removal; disaster management—including temporary housing, workforce housing and life support—as well as required FEMA documentation; debris management; right-of-way maintenance; marine debris, salvage and recovery; vehicle and vessel removal and processing; technical assistance and project management; construction and construction management; demolition; and final disposal management.

DRC is headquartered in Galveston, Texas and maintains offices across the United States and allow us to continue to provide services to the City of New Berlin should any location be compromised during a disaster. DRC currently has dozens of reservists and hundreds of subcontractors ready to participate in any response effort. Depending on the size of an event which may strike the City of New Berlin, DRC will dedicate all necessary manpower and equipment and in no case, will the project be understaffed.

Corporate officers with legal signing authority to bind DRC to the terms and conditions of this proposal include: John Sullivan, President; Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

The Point of Contact for the City of New Berlin is Kristy Fuentes who can be reached at (888) 721-4372, by cell: (504) 220-7682 or by email: [Kfuentes@drcusa.com](mailto:Kfuentes@drcusa.com).



**Tab A: Letter of Introduction**  
Emergency Debris Removal Services

Authorized Persons

John Sullivan  
President  
P.O. Box 17017  
Galveston, TX 77552  
P: 504-482-2848  
F: 504-482-2852

Kristy Fuentes  
Vice President/Secretary-Treasurer  
111 Veterans Blvd, Suite 401  
Metairie, LA 70005  
P: 504-482-2848  
F: 504-482-2852

DRC Emergency Services was temporarily suspended by the U.S Air Force from August 29-October 1, 2014 relating to a project in Joplin, Missouri. Following a detailed response by DRC's new Ownership and Management, the suspension was lifted without any fine or penalty. DRC maintains a robust corporate compliance, safety and ethics program and operates in good standing with all branches of Government.

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your RFP. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with the City of New Berlin in the future.

Sincerely,

Kristy Fuentes  
Vice President, Secretary, Treasurer

**ACTION IN LIEU OF  
A MEETING OF THE  
MANAGER OF  
DRC EMERGENCY SERVICES, LLC**

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company's Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the "LLC Agreement") and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, constitutes the sole Manager of the Company (the "Manager").

NOW, THEREFORE, the undersigned hereby makes the following resolutions and consents to the following actions in lieu of a meeting of the Manager of the Company:

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

<u>Name</u>	<u>Office/Capacity</u>
John R. Sullivan	President
Kristy Fuentes	Vice President of Business Development, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

**[SIGNATURE PAGE FOLLOWS]**

Dated effective as of the date first written above.

**DRC EMERGENCY SERVICES LLC**

By: **DRC EQUITY, LLC**  
a Texas limited liability company  
Its: **Manager**



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By: **John R. Sullivan**  
Its: **President**

[Consent to Appoint Manager – DRC Emergency Services, LLC (January 2016)]



## Office of the Secretary of State

### Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Certificate of Authority for DRC Emergency Services, LLC (file number 800551038), a ALABAMA, USA, Foreign Limited Liability Company (LLC), was filed in this office on September 28, 2005.

It is further certified that the entity status in Texas is in existence.

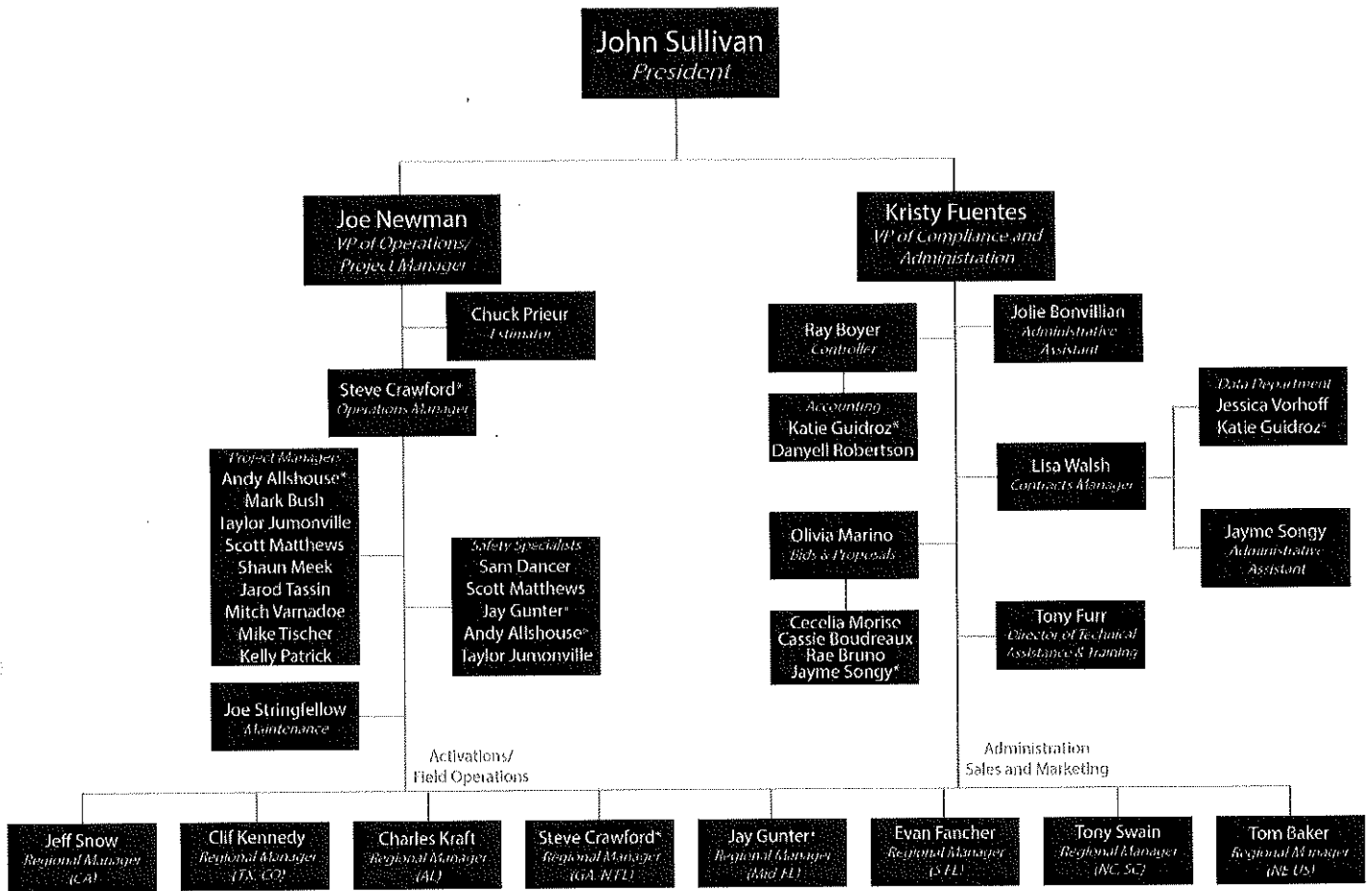
In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on April 01, 2019.



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley  
Secretary of State

## ORGANIZATIONAL CHART



\* indicates this person is listed twice

Key personnel will not be substituted without express permission of the City.

## KEY PERSONNEL

DRC, its subcontractors, and/or personnel lists their accomplishments among memberships in several professional organizations including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its' affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services. DRC is familiar with USACE, FEMA, and FHWA rules and regulations, the Stafford Act, and 44CFR as they pertain to emergency response, recovery and reimbursement.

### John Sullivan, President

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries.

With over 26 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process.

FEMA Certifications: IS-20.18, IS-100.b, IS-100.pwb, IS-200.b

### Kristy Fuentes, Vice President of Compliance and Administration/ Regional Manager

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance.

Ms. Fuentes plays a key administrative role in every project DRC performs. In response to Hurricane Ida in 2021, Ms. Fuentes oversaw over the removal and disposal of over 17,000,000 cubic yards across 25 jurisdictional activations while managing 82 debris management sites. In the wake of Hurricanes Michael and Florence in 2018 she directed 45 simultaneous contract activations while providing oversight of accounting, invoicing, ticket reconciliation and overall administrative management. Ms. Fuentes has provided this kind of oversight on all of DRC's projects since 2013.

Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.

Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the "Katrina Car and Vessel" contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed

nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars. In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson, Terrebonne and Plaquemines Parishes through the employment and management of hundreds of local residents and vessels.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-29, IS-37.17, IS-42, IS-100, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-241.b, IS-244.b, IS-315, IS-317, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-700, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-906, IS-907, IS-909, IS-2900

### Joe Newman, Vice President of Operations

With more than 20 years of experience overseeing large-scale construction and disaster-related debris management projects, Mr. Newman's responsibilities include on-ground execution of projects, oversight of all field personnel, schedule adherence, and resource utilization.

As Vice President of Operations, Mr. Newman maintains business relationships and offers hands-on participation and incident command on all operations. Mr. Newman provides operational oversight in order to measure progress and adjusts processes to ensure the success of the project. Mr. Newman works closely with management personnel and oversees all project managers to maintain efficient team structure during an activation.

Mr. Newman has managed teams over multiple disasters including Hurricanes Ian, Ida, Sally, Zeta, Delta, Laura, Isaias, Hana, Dorian, Michael, Florence, Maria, Irma, Harvey, Matthew, Gustav, Katrina and Ike. During the activation of Hurricane Ian, Mr. Newman oversaw debris removal operations in 16 jurisdictions, managed 16 DMS sites, and removed and disposed of over 3,200,000 cubic yards of debris.

Mr. Newman plays a role in every major activation providing overall project management and operational oversight.

FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-632.a, IS-702.a, IS-2900

### Tony Furr, Director of Technical Assistance and Training

Mr. Furr was the Region VI Debris Subject Matter Expert (SME) from 2013 – 2021 for FEMA and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for over 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Mr. Furr was directly involved in the FEMA Public Assistance (PA) grant program since 2005 (Hurricane Katrina and Rita) through 2020 COVID-19 events, including Hurricane Ike and Hurricane Harvey. Mr. Furr's knowledge and experience of the FEMA PA program is invaluable to both DRC Emergency Services, and all clients while navigating the FEMA Disaster grants programs. Mr. Furr is also a FEMA trainer for Grants Management and Debris Management. He has delivered the Debris Management training at the National Hurricane Conference,

the Texas Emergency Managers Conference, the Oklahoma Emergency Managers Conference and presided over the round table workshops hosted by the Disaster Recovery Contractors Association (DRCA) in FEMA Region VI.

Tony Furr is one of the most knowledgeable people working in the debris management business with firsthand field experience managing major disasters and PA grants.

FEMA Certifications: ICS-100, ICS-200, IS-24, IS-632.a, IS-634, IS-800.b, IS-821, IS-00022, IS-00230, IS-00317, IS-00393.a, IS-00631, IS-00632, IS-00821, IS-1812

Other Certifications: National Wildlife Coordinative Group Certifications L-381 and L-480; E0193 Certified Appeal Analyst; Various field training, including CEF, Hazard Mitigation, PA Ops 1, PA Ops 2, and Debris; Project Management (Certified Project Manager (CPM) URS Corporation

### Mark Bush, Project Manager

Mr. Bush is a Texas native who worked previously as Field Service Supervisor/Operations Coordinator for an oilfield services company specializing in water treatment. He served 6 years in the US Army as a Light Wheel Mechanic and also served as a Squad Leader with the 4th Brigade/4th Infantry Division. His prior experience has helped him hone his skills in personnel management, reliability and responsiveness, attention to detail and adaptability to change, and time management. Mr. Bush manages the daily logistical coordination of crews, heavy equipment, and support resources; work flow and future crew movement planning; and daily work site documentation. Additionally, he implements health and safety protocols to ensure that all work was completed safely.

Following Hurricane Harvey, Mr. Bush served as the main point of contact to Harris County Engineering. He also worked closely with FDOT in the aftermath of Hurricane Michael. Mr. Bush went to Lamar University in Beaumont, TX.

FEMA Certifications: IS-100.c, IS-200.c

Other Certifications: Hazwoper, TX All-lines Ins. Adjuster (lic#2156078), SafeLand USA, SafeGulf USA, H2S Awareness Training, CPR AED Certified

### Mitch Varnadoe, Project Manager

Mr. Varnadoe has been employed with DRC for 2 years and has more than a decade of relevant work experience. He currently resides in Coffee County, GA.

Mr. Varnadoe has worked on the following projects with DRC: Graves County, KY; Mayfield, KY Tornadoes; Assumption Parrish, LA- ROW; Assumption Parrish, LA- DOT; Town of Napoleonville, LA- ROW; Town of Central, LA-ROW; St. James Parrish, LA-ROW; St. James Parrish, LA-DOT; Hurricane Laura, LA; Grant Parrish-ROW (2020); Jackson County, FL-PPDR

### Shaun Meek, Project Manager

Mr. Meek has been employed with DRC for over 5 years and has over 11 years of relevant work experience. He has worked on more than 15 different projects and has managed the City of Houston bulk waste project for more than 3 years. Mr. Meek has also managed up to 6 man-camps that provided laundry, shower/toilet, and food services. He currently resides in Harris County, TX.

### Taylor Jumonville, Project Manager

Mr. Jumonville comes to DRC with 3 years of experience in project management. He has currently worked for DRC for 1 year. He has worked on 10 debris management projects throughout his career. Mr. Jumonville presently resides in Lafayette, LA.

Certification: MOT Advanced Certification

### Jarod Tassin, Project Manager

Mr. Tassin joined DRC with 1 year of relevant work experience and has worked for DRC for 6 months. He has currently worked on 2 projects with the company. He presently lives in Metairie, LA.

### Sam Dancer, Field Supervisor and Project Manager

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Ida, Delta, Gustav, and Ike; Shelby County, AL tornado; Pinellas County, FL Red Tide Fish Kill; East Baton Rouge Parish, LA ice storm and flood; Ascension Parish, LA flood; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; and the BP Oil Spill.

In 2020, Mr. Dancer was a Project Manager for Bulk Trash Removal in Lafourche Parish, LA. In the past, he was involved in: St. Charles County and the City of Bridgeton tornado debris removal (MO); Tuscaloosa (ALDOT) residential demolition of tornado-damaged residences (AL); Terrebonne Parish (LA) and St. Louis Bayou (MS) Cleanout project; City of New Orleans Strategic Demolition for Economic Recovery project (LA); East Baton Rouge Parish wind storm damage (LA); Ascension Parish, Tangipahoa Parish (LA), and Houston (TX) flood damage; project manager for Hurricane Irma Largo.

FEMA Certifications: IS-3, IS-5.a, IS-10.a, IS-11.a, IS -20.19, IS-20.21, IS -21.19, IS-21.21, IS-29, IS-33.17, IS-35.21, IS-36, IS-37.19, IS-37.21, IS-42, IS-60.b, IS-75, IS-100.c, IS-100.fda, IS-100.fwa, IS-100.hcb, IS-100.he, IS-100.leb, IS-100.pwb, IS-106.17, IS-200.b, IS-200.hca, IS-201, IS-230.d, IS-240.b, IS-241.b, IS-244.b, IS-315, IS-317, IS-324.a, IS-325, IS-360, IS-394.a, IS-405, IS-420, IS-421, IS-453, IS-454, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.b, IS-702.a, IS-703.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-804, IS-807, IS-807, IS-809, IS-810, IS-811, IS-812, IS-813, IS-906, IS-907, IS-909, IS-912, IS-914, IS-01010, IS-1150, IS-1172, IS -2000, IS-2002, IS -2500, IS -2600, IS-2900.a, IS-2901

OSHA Certifications: OSHA-105, OSHA-107, OSHA-108, OSHA-112, OSHA-113, OSHA-115, OSHA-116, OSHA-121, OSHA-122, OSHA-123, OSHA-144, OSHA-150, OSHA-151, OSHA-152, OSHA-161, OSHA-162, OSHA-602, OSHA-603, OSHA-605, OSHA-612, OSHA-614, OSHA-618, OSHA-700, OSHA-701, OSHA-702, OSHA-704, OSHA-707, OSHA-716, OSHA-718, OSHA-719, OSHA-722, OSHA-750, OSHA-806, OSHA-807, OSHA-808, OSHA-809, OSHA-815, OSHA-852

Other Certifications: Access to a TWIC card, LDEQ Asbestos Contractor/Supervisor, Access to HSIN granted by the Department of Homeland Security for Louisiana, Mississippi, Texas, Alabama, and the EM Site

### Lisa Garcia Walsh, Contracts Manager

Ms. Garcia Walsh has overseen DRC's contracts since 2010. Her role is to maintain all contractual records and documentation, such as receipt and control of all contract correspondence. She is responsible for applying, renewing, and activating general contractor licenses nationwide as well as other authorizations and pre-qualifications. Additionally, she is responsible for invoicing, ticket reconciliation and coordination with

subcontractors, municipalities and monitoring firms regarding accounting procedures. Ms. Garcia Walsh helps ensure data is collected and processed efficiently.

Ms. Garcia Walsh brings experience in data management operations following some of the largest debris generating natural disaster in recent history. She oversaw data collection and processing for state and federally funded projects. She assists with data management, invoice reconciliation, and project closeout.

Ms. Garcia Walsh has provided administrative assistance to DRC's management personnel on all major disasters since 2013. Prior to joining DRC, Ms. Garcia Walsh provided administrative assistance for emergency response projects involving FEMA protocol.

FEMA Certifications: IS-5.a, IS-10.a, IS-11.a, IS-37.17, IS-42, IS-100.a, IS-100.b, IS-100.pwb, IS-106.17, IS-200.b, IS-201, IS-244, IS-315, IS-317, IS-324.a, IS-453, IS-546.a, IS-547.a, IS-632.a, IS-633, IS-634, IS-660, IS-700.a, IS-702.a, IS-706, IS-775, IS-800.b, IS-801, IS-802, IS-803, IS-806, IS-906, IS-907 IS-909, IS-2900

Please see résumés attached.

## AVAILABILITY OF FIRM'S RESOURCES

### *Availability of Key Personnel*

Since its inception, the DRC team has responded to major natural or man-made disasters occurring within the continental United States and its territories. The DRC personnel are trained, motivated and available for immediate deployment in an emergency response. All assigned personnel will be available to the City as needed. Personnel are N.I.M.S.-certified and/or have specialized training in safety and asbestos management and are equipped with utility vehicles, digital, handheld, multi-state, two-way radios, cellular communications, and handheld computers. DRC personnel will have the experience and/or training to respond **immediately** to disasters and are provided with a DRC ES supervisor handbook including required reports and forms for successful disaster response and management thereof.

Regional Managers are assigned to specific geographic locations throughout the United States to assist, monitor and lead the project teams in response to emergency situations. Regional Managers from one region may be assigned to support other Regional Managers as needed and all Regional Managers may be mobilized to one location to support emergency situations. Regional Manager for the City of New Berlin is Kristy Fuentes who is capable of responding to the needs of the City 24 hours a day, 7 days a week.

### *Available Equipment*

DRC will use owned equipment, subcontractor equipment, or lease/rent equipment based upon the disaster scenario. DRC has the most expansive collection of rolling stock and equipment in the disaster services industry. The company has 2,568 trucks and 1,657 pieces of support equipment, either owned or under agreement, available for immediate use. As part of the company's Corporate Mobilization Plan, a monthly inventory of available equipment is performed, recorded, and readily available. DRC has actively demonstrated the ability

to quickly amass and mobilize significant quantities of equipment. During the 2021 hurricane season, DRC operated in excess of 4,000 pieces of equipment simultaneously while responding to Hurricane Ida.

Additionally, DRC has Master Service Agreements in place with national equipment suppliers, such as Hertz, United, Caterpillar, and William Scotsman, to supplement our equipment needs.

**DRC Emergency Services Asset List**

Equipment Type	Description	Quantity
Bucket Trucks	various models with booms	110
Chip Trailers	various models and horse-power	14
Chip Vans	receptacle vehicles	2
Dump Trucks	various models with dual and tri axles	353
End Dump Trailers	various models and capacity	298
Flat Bed Semis	various models for equipment movement	6
Flat Beds	53' equipment trailers	20
Fuel Trucks	multiple model and gallon capacity	46
Low Boys	equipment movement trailers	53
Pickups	half and three quarter ton of various make and model	45
Roll Off Trucks	primarily Galbreath 60,000 pound hoist on various makes	82
Rolls Off Containers	20, 30 and 40 cubic yard containers	337
Self Loaders	various makes with buckets ranging from 2-10 cubic yards	343
Semi Dumps	various makes and models with various capacity	240
Semi Tractors	various makes	232
Service Trucks	fully stocked road ready service vehicles	79
Slingers	various models	5
Straight Trucks	various makes and models	8
Sweepers	various models used for DMS operation	3
Tankers	various models	125
Tractor /Trailers Combos	various models	29
Tractors	various makes and models	43
Trailers	25 foot travel trailer	1
Utility Trailers	15 and 20 foot utility trailers	2
Vacuum Trailer	various makes	30
Vacuum Trucks (Wet)	various makes for	13
Walking Floors	48 ft automated trailers	46
Water Trucks	various capacity used for DMS operation	3
Attachments - various	buckets, hoists, slings etc.	157
Back Hoes	various models and capacity	40
Bobcats	skid-steer with multiple attachments	53

Bull Dozers	various makes and sizes	45
Conveyors	used for material movement	2
Crushers	metal compaction and volume reduction	24
Excavator	various makes and models	164
Feller Buncher	various makes and models used for clearing projects	27
Front End Loaders	various makes, models and bucket capacity	127
Generators	various	41
Grinders	horizontal and tub grinders	36
Jarraf Tree Trimmers	high capacity trimming equipment	3
Jersey Barriers	used for highway projects and within DMS	200
Light Plants	various used for nite operation	100
Material Handlers (Tele Boom)	loading equipment	3
Mobile Kitchens	various models	13
Off Road Dumps	Volvo high capacity	2
Pumps	various sizes	5
Safety Signs, Cones and PPE/arrow boards/message boards	used for highway operations	503
skid steers	various sizes with multiple attachments	96
Screens	shaker screens and sand screens	4
Water Trucks	various models and capacity	12
<b>Total:</b>		<b>4225</b>
<b>Marine Vessels/Equipment</b>		
	<b>Equipment Type</b>	<b>Quantity</b>
	Inland Marine Harvester	1
	Air Boat	3
	Amphibious Aquatic Excavator	1
	Tug Boat	14
	Underwater ROV	1
	Utility Boat	1
	Work Boat	15
	JON Boats	10
	500 CRANE (120 X 54 X 10)	1
	510 CRANE (100 X 52 X 9)	1
	524 CRANE (250 x 64 x 12)	1
	526 CRANE (293 X 80 X 19)	1
	527 CRANE (176 X 75 X 13)	1
	529 CRANE (250 X 64 X 12)	1
	531 CRANE (420 X 98 X 25)	1
	532 CRANE (300 X 90 X 19)	1
	533 CRANE (310 X 100 X 20)	1

534 CRANE (111 X 45 X 11)	1
535 CRANE (250 x 64 x 12)	1
536 CRANE (250 x 64 x 12)	1
541 CRANE (200 X 60 X 12)	1
566 CRANE (140 X 70 X 12)	1
Hopper Barge (EX NYC DOS)	16
Hopper Barge (260 X 52.5 X 12)	7
Hopper Barge (200 X 40 X 17.75)	2
Hydra Sport	1
Hydraulic Driven propelled pushers	1
Pontoon Boats	9
Poseidon Barges	3
Push Boats	2
Rescue Skiff	2
Sectional Barges	28
Side Scan Sonar	2
Deck Barge	32
Deck Barge with 9' bin walls	2
Deck Barge with spuds	7
Deck Barge with steel box rails	19
Go Devil Boat	1
<b>Total:</b>	<b>61</b>

### *Process for Managing Multiple Contracts*

DRC has experience staffing, managing, and executing multiple debris management and emergency response projects nationwide. Our management approach is grounded in using highly qualified operational management teams coupled with area/sector/site managers, who provide strong management control, and a single point of contact for communication, responsibility, and accountability. DRC empowers managers to reassign resources as needed and to resolve project, cost, or schedule issues at the lowest possible level. DRC's management staff is provided state-of-the-art resource planning and forecasting systems.

DRC's process for managing multiple task orders has been successfully applied to more than 650 projects over the course of multiple events. Highlights of this proven management process include:

- ✓ *Assigning a Program Manager with the authority to commit resources to ensure proper levels of staffing*
- ✓ *Conducting quarterly meetings with clients, DRC's Program Manager, and other key staff, to review active task orders and overall implementation of the contract*
- ✓ *Providing autonomous decision-making authority to the Operations Manager at the task order execution level to avoid delays*
- ✓ *Developing a Communication Plan to clarify roles and responsibilities, identify all project stakeholders, provide a set format/time for communications, and clearly show the chain of command structure*
- ✓ *Allowing for consistency across multiple task orders through the use of proven project management and field activity control policies, plans, systems, and procedures*
- ✓ *Identifying critical schedule and quality impacts by holding monthly project review meetings with key subcontractors*
- ✓ *Developing look-ahead schedules that indicate resource requirements*

### *Experience Managing Multiple Contracts*

DRC has implemented a comprehensive Corporate Level Advance Mobilization Plan to ensure a coordinated, expeditious and effective response to disasters by its personnel and resources. This plan has been utilized by DRC to respond quickly in the following contracts:

#### **2022 Hurricane Ian**

- ☉ DRC was activated in 16 jurisdictions, managed 16 DMS sites, and removed and disposed of over 3,200,000 cubic yards of debris.

#### **2021 Hurricane Ida**

- ☉ DRC was activated in 25 jurisdictions, managed 82 DMS sites, and removed and disposed of over 17,000,000 cubic yards of debris.

#### **2020 Hurricane Season**

- ☉ DRC was activated in 45 jurisdictions, managed 81 temporary staging and reduction sites, and removed and disposed over 5,900,000 cubic yards of debris.

#### **2019 Storm Season**

- ☉ DRC was activated in 14 jurisdictions in the Gulf Coast region as Hurricanes Barry, Dorian, and Tropical Storm Imelda hit the coast back-to-back over two months. DRC operated and managed 5 temporary staging and reduction sites in total and removed approximately 140,562 cubic yards of debris.

#### **2018 Hurricane Michael**

- ☉ DRC was active in 9 jurisdictions, managed 27 debris management sites and removed approximately 5,702,004 cubic yards of debris.

#### **2018 Hurricane Florence**

- ☉ DRC was concurrently activated in 14 jurisdictions, managed 18 temporary staging and reduction sites and picked up approximately 2,500,000 cubic yards of debris.

### 2017 Hurricane Maria

- ☉ DRC was activated by the Department of Transportation and Public Works in Puerto Rico. During this contract, DRC managed 8 temporary staging and reduction sites and removed over 1,000,000 cubic yards of debris.

### 2017 Hurricane Irma

- ☉ DRC was activated in 26 jurisdictions simultaneously while managing 30 temporary staging and reduction sites. DRC removed and disposed of over 2,000,000 cubic yards of debris.

### 2017 Hurricane Harvey

- ☉ DRC was activated in 17 jurisdictions following Hurricane Harvey and simultaneously ran more than 16 temporary staging and reduction sites during this activation.
- ☉ DRC recovered and reduced over 3,500,000 cubic yards during this activation.

### 2016 Hurricane Hermine

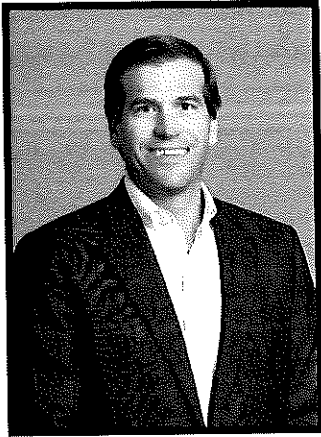
- ☉ In Citrus County, Florida, DRC successfully removed and disposed of more than a thousand tons of residential flood debris and tens of thousands of cubic yards of vegetation in less than 30 days.

### 2016 Louisiana Severe Flooding DR4277

- ☉ DRC picked up 1,000,000 cubic yards of debris over the course of 30 days in East Baton Rouge Parish, Louisiana.
- ☉ DRC opened and operated two temporary staging and reduction sites to compact and recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.

### Winter Storm Jonas 2016

- ☉ The snow from Winter Storm Jonas started the morning of January 22nd and by the evening DRC had started mobilizing in 5 different jurisdictions. Operations continued 24 hours a day and required two operators per piece of equipment, around the clock management and support personnel. The project was completed in 10 days.



## **JOHN SULLIVAN**

### **PRESIDENT**

111 Veterans Boulevard, Suite 401 • Metairie, LA 70005  
(888) 721-4372 • [jsullivan@drcusa.com](mailto:jsullivan@drcusa.com)

### **INTRODUCTION**

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries.

With over 27 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process.

### **EDUCATION**

Texas A&M University – College Station, Texas  
*Bachelor of Science – Construction Science*

### **PROMINENT CERTIFICATIONS**

FEMA IS-100.b Introduction to Incident Command System, ICS-100  
FEMA IS-100.pwb Introduction to the Incident Command System  
FEMA IS-200.b ICS for Single Resources and Initial Action Incident

### **OTHER CERTIFICATIONS**

OSHA Safety Certification USACE Contractor Quality Management

### **NOTABLE PROJECTS**

Hurricane Ian – 2022  
Kentucky Tornadoes – 2021  
Hurricane Ida – 2021  
Alabama Tornadoes – 2021  
Texas Severe Winter Storms – 2021  
Hurricane Zeta – 2020  
Hurricane Delta – 2020  
Hurricane Sally – 2020  
Hurricane Laura – 2020  
Hurricane Isaias – 2020  
Hurricane Hanna – 2020  
Tropical Storm Imelda – 2019  
Hurricane Dorian—2019  
Tropical Storm Barry—2019  
Hurricane Michael—2018  
Hurricane Florence—2018  
Hurricane Maria – 2017  
Hurricane Irma – 2017  
Hurricane Harvey – 2017  
Hurricane Matthew – 2016  
Louisiana Severe Storms and Flooding (DR-4277) – 2016  
Winter Storm Jonas – 2015  
Houston, TX Flood – 2015

### **EXPERIENCE**

NYC Build It Back Program – City of New York, NY

- Program/construction management for the reconstruction, rehabilitation and elevation of over 700 homes in Staten Island. CDBG-DR funded project for New York City restoring homes damaged by Hurricane Sandy.

**New York City Rapid Repairs Program – New York, NY**

- Repair of over 1,700 homes throughout the five boroughs of New York following Hurricane Sandy. All repairs performed in a four-month period and included mechanical, electric and plumbing.

**FEMA Galveston County Emergency Housing – Galveston County, TX**

- Involved the complete development of two former athletic fields into fully-functional manufactured home communities totaling 106 units. Both projects were completed in 28 days.

**USACE GIWW Willacy County Dredging – Harlingen, TX**

- Dredging of approximately 423,000 cubic yards of material in Gulf Intracoastal Waterway and disposal in designated USACE placement areas.

**Port of Harlingen Maintenance Dredging – Harlingen, TX**

- Maintenance dredging of Port of Harlingen dock facilities. Dredging of approximately 58,000 cubic yards of material and disposal in POH placement areas.

**Port of Galveston Maintenance Dredging – Galveston, TX**

- Annual contract for maintenance dredging of Port of Galveston dock areas and shipping channel. Dredging of approximately 70,000 cubic yards of material per dredging cycle.

**Port of Houston Maintenance Dredging – Houston, TX**

- Maintenance dredging of Bayport Wharf 3 facility. Dredging of approximately 53,000 cubic yards of material and disposal in POH placement areas.

**Galveston Pilots Association Dredging – Galveston, TX**

- Dredging of GPA facility to create proper draft for incoming vessels. The slips had not been dredged in over ten years, which allowed for a substantial amount of siltation. Over 10,000 cubic yards of material was removed to create 15-foot draft at vessel slips.

**Texas International Terminals Levee, Dredge & Bulkhead Construction – Galveston, TX**

- Creation of new placement areas, reconstruction & reinforcement of 25 acres of existing levees, dredging of over 150,000 cubic yards of material from facility basin and slips, repair and replacement of existing bulkheads, new fendering systems and dolphin installation.

**LBC Terminals Levee Construction & Dredging – Houston, TX**

- Creation of a new 10-acre dredge spoil placement area at Houston Ship Channel facility and dredging of 40,000 cubic yards of spoil material.



**KRISTY FUENTES**

**VICE PRESIDENT OF COMPLIANCE AND ADMINISTRATION**

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**INTRODUCTION**

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance.

Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the “Katrina Car and Vessel” contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars. In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson, Terrebonne and Plaquemines Parishes through the employment and management of hundreds of local residents and vessels.

Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.

Ms. Fuentes plays a key administrative role in every project DRC performs. In the wake of Hurricanes Michael and Florence in 2018 she directed 45 simultaneous contract activations while providing oversight of accounting, invoicing, ticket reconciliation and overall administrative management. Ms. Fuentes has provided this kind of oversight on all of DRC’s projects since 2013.

**EDUCATION**

**University of New Orleans – New Orleans, Louisiana**

*Marketing – 1993*

**Southeastern Louisiana University – Hammond, Louisiana**

*Marketing – 1992-1993*

**PROMINENT CERTIFICATIONS**

- Hazardous Waste Operations & Emergency Response – Initial
- FEMA IS-100.b Introduction to Incident Command System, ICS-100
- FEMA IS-100.pwb Introduction to the Incident Command System
- FEMA IS-632.a Introduction to Debris Operations
- FEMA IS-633 Debris Management Plan Development
- FEMA IS-634 Introduction to FEMA’s Public Assistance Program
- FEMA IS-700 National Incident Management System (NIMS), An Introduction
- FEMA IS-702.a NIMS Public Information Systems

**OTHER CERTIFICATIONS**

- |              |               |               |               |
|--------------|---------------|---------------|---------------|
| FEMA IS-5.a  | FEMA IS-37.17 | FEMA IS-201   | FEMA IS-317   |
| FEMA IS-10.a | FEMA IS-42    | FEMA IS-241.b | FEMA IS-324.a |
| FEMA IS-11.a | FEMA IS-100.b | FEMA IS-244.b | FEMA IS-453   |
| FEMA IS-29   | FEMA IS-200.b | FEMA IS-315   | FEMA IS-546.a |



FEMA IS-547.a  
FEMA IS-632.a  
FEMA IS-633

FEMA IS-634  
FEMA IS-700  
FEM IS-702.a

FEMA IS-706  
FEMA IS-775  
FEMA IS-906

FEMA IS-907  
FEMA IS-909  
FEMA IS-2900

### **NOTABLE PROJECTS**

Kentucky Tornadoes – 2021  
Hurricane Ida – 2021  
Alabama Tornadoes – 2021  
Texas Severe Winter Storms – 2021  
Hurricane Zeta – 2020  
Hurricane Delta – 2020  
Hurricane Sally – 2020  
Hurricane Laura – 2020  
Hurricane Isaias – 2020  
Hurricane Hanna – 2020  
Tropical Storm Imelda – 2019  
Hurricane Dorian – 2019  
Tropical Storm Barry – 2019  
Hurricane Michael – 2018  
Hurricane Florence – 2018  
Hurricane Maria – 2017  
Hurricane Irma – 2017  
Hurricane Harvey – 2017

Hurricane Matthew – 2016  
Louisiana Severe Storms and Flooding (DR-4277) – 2016  
Winter Storm Jonas – 2015  
Houston, TX Flood – 2015  
Winter Storm Pax – 2014  
Midwestern Tornado Outbreak – 2013  
Super Storm Sandy – 2012  
Hurricane Isaac – 2012  
Hurricane Irene – 2011  
BP Oil Spill – 2010  
Hurricane Gustav – 2008  
Hurricane Ike – 2008  
Hurricane Wilma – 2006  
Hurricane Rita – 2005  
Hurricane Ophelia – 2005  
Hurricane Katrina – 2005  
Hurricane Dennis – 2005

### **EXPERIENCE**

**DRC Emergency Services, LLC – New Orleans, Louisiana**

***Chief Executive Compliance Officer, October 2014-Present***

- Overall day-to-day responsibility for directing the DRC ES ethics, business conduct and government contracting compliance programs (“Programs”). Ensure that all executives and employees have ethics training on an annual basis and that the Code provides compliance guidance appropriate to the size and nature of DRC ES business.

***Vice President of Business Development, 2013-Present***

- Management of DRC’s marketing, sales and communications functions, providing client relations and assistance in the areas of planning, program management, disaster response, demolition contracting and regulatory compliance

***Regional Manager, 2005-2013***

- Management and oversight for all Louisiana projects since 2005, including Hurricanes Katrina, Gustav, Ike and Isaac recovery with state and local agency contracts.
- Specialty project management including “Katrina Vehicle and Vessel” recovery in the State of Louisiana for the Department of Environmental Quality, South Shore Harbor Vessel Removal, debris removal, marine debris removal and demolition programs in four parishes, including asbestos removal
- Managed contract and government relations in major disasters throughout the United States including but not limited to the Alabama tornados, Hurricane Irene in Maryland and New York, Hurricane Sandy, Ice Storm recovery in North and South Carolina

**Lash Homes, Inc. – Chalmette, Louisiana**

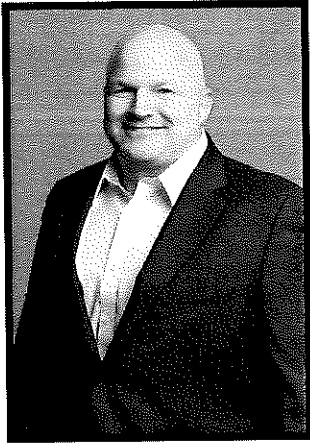
***Project Management, 1998-2004***

- Managed material, machinery and people for construction projects throughout New Orleans
- Ensured the safety of the employees
- Responsible for timely completion of projects

**Casey, Babin and Casey – New Orleans, Louisiana**

***Real Estate Closing Coordinator, 1998-2004***

- Arranged and managed documents for the legal proceedings containing real estate transactions
- Scheduled and orchestrated multiple real estate transactions daily



**JOE NEWMAN**

**VICE PRESIDENT OF OPERATIONS**

111 Veterans Boulevard, Suite 401 · Metairie, LA 70005  
(888) 721-4372 · [jnewman@drcusa.com](mailto:jnewman@drcusa.com)

**INTRODUCTION**

With more than 17 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Michael, Florence, Irma, Harvey, Maria, and Matthew. During the activation of Hurricane Michael, Mr. Newman and his crew managed 27 debris management sites and removed and disposed of approximately 5,702,004 cubic yards of debris. In 2018 in response to Hurricane Florence, Mr. Newman and his team managed 18 debris management sites and picked up approximately 2,500,000 cubic yards of debris.

Through the years, he has had many roles including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and estimating for contracts.

As a Project Manager, Mr. Newman is responsible for maintaining business relationships and providing hands-on participation and incident command in response and recovery operations. Mr. Newman provides operational oversight in order to measure progress and adjust processes to ensure the success of the project. Mr. Newman works closely with management personnel to maintain efficient team structure during an activation.

Mr. Newman’s past includes the coordination of debris removal projects for Hurricanes Isabel, Katrina, Ike, and Dennis. Previously, while activated for Hurricane Ike, Mr. Newman oversaw the collection, processing, and recycling/disposal of over 1,000,000 cubic yards of debris. Mr. Newman plays a role in every major activation providing overall project management and operational oversight.

**EDUCATION**

**United States Army**  
**Army Ranger – 1995-2000**

**PROMINENT CERTIFICATIONS**

Hazardous Waste Operations & Emergency Response – Initial  
FEMA IS-100.b Introduction to Incident Command System, ICS-100  
FEMA IS-00632.a Introduction to Debris Operations  
FEMA IS-702.a NIMS Public Information Systems

**OTHER CERTIFICATIONS**

FEMA IS-33.17 FEMA IS-632.a  
FEMA IS-35.17 FEMA IS-702.a  
FEMA IS-100.b FEMA IS-2900

**NOTABLE PROJECTS**

Kentucky Tornadoes – 2021 Texas Severe Winter Storms – 2021  
Hurricane Ida – 2021 Hurricane Zeta — 2020  
Alabama Tornadoes – 2021 Hurricane Delta — 2020

Hurricane Sally — 2020  
Hurricane Laura — 2020  
Hurricane Isaias — 2020  
Hurricane Hana — 2020  
Tropical Storm Imelda — 2019  
Hurricane Dorian—2019  
Tropical Storm Barry—2019  
Hurricane Michael—2018  
Hurricane Florence—2018  
Hurricane Maria – 2017  
Hurricane Irma – 2017

Hurricane Harvey – 2017  
Hurricane Matthew – 2016  
Louisiana Severe Storms and Flooding (DR-4277) – 2016  
Houston, TX Flood – 2015  
Tornado Outbreak – 2011  
Hurricane Gustav – 2008  
Missouri Ice Storm – 2007  
New York Ice Storm – 2006  
Hurricane Katrina – 2005  
Hurricane Dennis – 2005

## **EXPERIENCE**

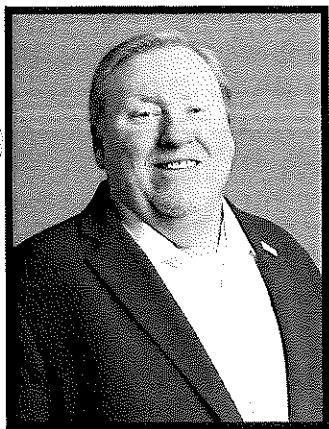
**DRC Emergency Services, LLC – New Orleans, Louisiana**  
***Vice President of Operations – March 2017 – Present***  
***Program Manager – 2003 – March 2017***

- On-ground execution of projects
- Crew oversight
- Schedule adherence
- Resource utilization
- Qualify/safety and regulatory compliance

### **United States Army**

***Army Ranger – 1995-2000***

- Ranger Indoctrination Program (RIP)
- Primary Leadership Development Course (PLDC)
- Airborne School



## **TONY FURR**

**DIRECTOR OF TECHNICAL ASSISTANCE AND TRAINING**

111 Veterans Boulevard, Suite 401 · Metairie, LA 70005

(888) 721-4372 · [Tfurr@drcusa.com](mailto:Tfurr@drcusa.com)

### **INTRODUCTION**

Mr. Furr was the Region VI Debris Subject Matter Expert (SME) from 2013 – 2021 for FEMA and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for over 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Mr. Furr was directly involved in the FEMA Public Assistance (PA) grant program since 2005 (Hurricane Katrina and Rita) through 2020 COVID-19 events, including Hurricane Ike and Hurricane Harvey. Mr. Furr’s knowledge and experience of the FEMA PA program is invaluable to both DRC Emergency Services, and all clients while navigating the FEMA Disaster grants programs. Mr. Furr is also a FEMA trainer for Grants Management and Debris Management. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, the Oklahoma Emergency Managers Conference and presided over the round table workshops hosted by the Disaster Recovery Contractors Association (DRCA) in FEMA Region VI.

Tony Furr is one of the most knowledgeable people working in the debris management business with firsthand field experience managing major disasters and PA grants.

### **EDUCATION**

**Mitchell Community College** – Statesville, North Carolina

*Technical or Occupational Certificate in Engineering*– 2002

**Stanley Community College**– Albemarle, North Carolina

*Technical or Occupational Certificate*– 1980

### **TRAINING**

E0193 Certified Appeal Analyst

ICS-100 Introduction to Incidence Command System

ICS-200 ICS for Single Resources and Initial Action Incidents

IS-24 Decision Making and Problem Solving

IS-632.a Introduction to Debris Operations

IS-634 Introduction to FEMA's Public Assistance Program

IS-800.b National Response Framework, an Introduction

IS-821 Critical Infrastructure and Key Resources Support Annex

IS-00022 Are You Ready? An In-Depth Guide to Citizen Preparedness

IS-00230 Principles of Emergency Management

IS-00317 Introduction to Community Emergency Response Team

IS-00393.a Introduction to Hazard Mitigation

IS-00631 Public Assistance Operations I

IS-00632 Intro to Debris Operations in FEMA’s Public Assistance Program

IS-00821 Critical Infrastructure and Key Resources Support Annex

IS-1812 FEMA EEO Employee Course 2012

L-381 Project Specialist

L-480 Public Assistance Cost Estimation Format

Various field training, including CEF, Hazard Mitigation, PA Ops 1, PA Ops 2, Debris, and various others

Project Management (Certified Project Manager (CPM) URS Corporation

## **NOTABLE PROJECTS**

- Designed and implemented the Chambers County Audit Program (DR-1791-TX) as requested by the Office of Inspector General (OIG). Specific program elements included: research and analysis of OIG findings, guidance to the seven person FEMA/State Audit Team on the necessary steps and methodology of the audit process, interpretation of statutory regulation and policy, and communication and coordination between all stakeholders on the project progress and results
- At the request of Senior Management, designed and developed the current Region 6, Debris Management Plan (DMP) templates to aid the Grantee / Subgrantees in the development of their own comprehensive DMP
- Serving as Region 6 Debris Subject Matter Expert (SME), reviewing all applicant submitted Debris Management Plans
- Performed technical review of the City of Dayton's (subgrantee) second appeal for FEMA HQ and provide White Paper technical analysis of programmatic compliance
- Lead for OIG report response for Lamar University (DR-1606-TX) providing research and response to all OIG recommendations to senior leadership

## **EXPERIENCE**

### **DRC Emergency Services, LLC**

#### ***Director of Technical Assistance and Training, 2021-Present***

- Provide on-going education to DRC Personnel and Jurisdictions through trainings and workshops.
- Attend meetings with FEMA
- Consult with Clients to help identify and suggest equipment, products, or services they may need
- Perform a key role in project planning and identification of resources needed

### **Department of Homeland Security-Federal Emergency Management Agency (FEMA)**

#### ***Public Assistance Task Force Lead/Debris Task Force Lead, 2016-2021***

- Regional Debris Subject Matter Expert (SME)
- Manage United States Army Corps of Engineers (USACE) mission assignment (MA) for Federal Operational Support (FOS) for debris mission consisting of ten debris SMEs conducting field operations.
- Coordinate Debris Task Force consisting of State, Federal, and local agencies to promote an efficient and affective debris removal mission consisting of in excess of 5,000,000 cubic yards of debris across 26 Parishes.
- Liaison to Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) for debris issues.

### **Department of Homeland Security-Federal Emergency Management Agency (FEMA)**

#### ***Public Assistance Task Force Lead/DPAGS, 2015-2016***

- Manage, direct and supervise a staff of 20-30 personnel in the delivery of the PA program.
- Brief Senior Leadership on mission progress and hot issues.
- Coordinate with other Federal, State, and local entities to expedite the recovery efforts.
- Develop implement complex Missions Assignments for FOS assistance through the USACE.
- The ability to apply expert-level emergency management knowledge and skill to a broad range of recovery issues, many of which are complex, controversial, and precedent setting, and addressing matters concerning the regional application of FEMA's laws, regulations, and policies.
- Act as a spokesperson and/or expert at conferences, meetings, committees and working groups that propose, defend and/or criticize continuity and recovery criteria, in order to promote and maintain a proactive posture for the recovery program. Events such as the National Hurricane Conference, TDEM Annual Emergency Managers Conference, and the USACE Team Leader Conference.
- Certified EMI Trainer. Deliver EMI training and the development of specific training for complex or controversial projects.
- Certified Coach Evaluator.
- Certified appeals analysis providing policy decisions on substantive mission-oriented issues.
- Development and implementation of Emergency Management standards, regulations, and policy.
- Direct and review the work of subordinates by setting deadlines and completion dates and ensure project milestones were completed.
- Communicate with Grantee and sub-grantees for the resolution of complex and controversial issues.

- Educate FEMA personal on program process, timelines, and eligibility.
- Participate in conducting on-site training for public assistance personnel to include full time and temporary hire personnel, local hires, and selected personnel for state, local and non –profit agencies.
- Assist the Environmental Officer and Historical Preservation Officer for all programs and activities having environmental and/or historical assessment or clearance requirements.

**Department of Homeland Security-Federal Emergency Management Agency (FEMA)**

***Emergency Management Program Specialist, 2013-2015***

- FEMA Qualification System (FQS) titled Task Force Lead
- Certified Appeals Analyst (E0193 completed 09/20/2014)
- Region 6 Debris Subject Matter Expert (SME)
- Advisor to HQ on debris policies and issues
- Ability to provide supervision and management of subordinate employees in both region and disaster operations
- Ability to provide guidance interpretation to subordinate program specialists on statutory, regulatory and policy determinations to ensure consistent program implementation
- Ability to communicate effectively with Federal, State and local officials in an effort to expedite the recovery process
- Ability to work in coordination with the Federal Coordinating Officer (FCO) and other critical elements of the Joint Field Office (JFO) under stressful response and recovery operations
- Knowledge of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288 as amended, Title 44 Code of Federal Regulations (CFR), 2 CFR 200, FEMA related polices and guidance, and FEMA 9500 series polices
- Ability to perform analysis of complex programmatic challenges, interpret policies, and provide recommendations to management
- Ability to design and deliver regional training to State/Local stakeholders relating to PA program areas, e.g., Debris Operations, Debris Management Plans, Closeout producers, and specific areas for the use of EMMIE
- Trained and proficient in Spend Plan tracking and the review of State Quarterly Reports prior to submission to senior management
- Assist in regional team development of Standard Operating Procedures (SOPs) for PA programs, e.g., Public Assistance Group Supervisor (PAGS) checklist, disaster transition plan template, PDA checklist
- Proficient in all areas of NEIMS and EMMIE from project formulation, through review queues, obligations, awards, and updating S5 reports for spend plan and non-spend events

***Infrastructure Branch Director***

***2013 –2014***

- Successfully completed, closed Joint Field Office (JFO), and transitioned the events resulting from the explosion of the fertilizer plant in West, Texas back to Region 6
- Managed communications between State, Applicant, Senior Management, and local governmental officials
- Assisted State, Applicants, and Senior Leadership in procuring a mitigation waiver that would allow the construction of Safe Rooms for the damaged schools in West

***Task Force Lead***

***2013 –2013***

- Supervision of 20 FEMA Reservist and USACE personnel in the debris operation resulting from DR-4117-OK
- Conducted successful debris operation with 1.5 million cubic yards (CYs) of storm debris with 95 percent completion within 6 months
- Private Property Debris Removal (PPDR) Operation with 1,300 property assessments and associated Demolitions of damaged structures
- Implementation of the first Public Assistance Alternative Procedures for Debris Removal program
- Represented FEMA PA in the Debris Task Force comprised of State, FEMA senior leadership, and other Federal agencies

- Acted as interim Public Assistance Group Supervisor (PAGS) to Infrastructure Branch Director

***Emergency Management Program Specialist***

**2010 –2013**

- Managed and coordinated with Subgrantees to complete complex projects in a timely manner, administered amendment requests, coordinated additional damage assessments and determinations while providing consistent and uniform statutory regulations, policy guidance and eligibility determinations to manage programmatic expectations
- Administration of Grantee / Subgrantees Appeal requests requires investigative skills, extensive knowledge, and the uniform interpretation of the Robert T. Stafford Act, Title 44 Code of Federal Regulations, PA policies and guidance, FEMA 9500 Series Policies, and the FEMA Appeals database. Additionally, this position requires the consistent application of these policies and the ability to communicate the Appeal determinations, in writing to the Grantee
- Administration of Grantee / Subgrantees Audit-closeout determinations by State auditors, requires project analysis, document verification, and knowledge of basic accounting principles and the ability to write clear and concise Requests for Information (RFI) correspondence and final determination letters to the Grantee

***PAC Crew Lead***

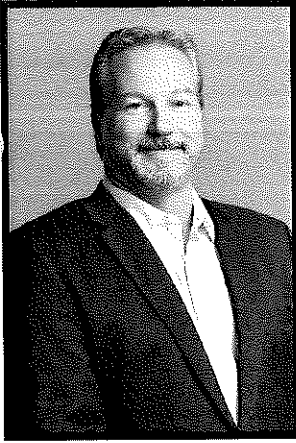
**PPDR / Saltwater Killed Trees, Storm Drains, 2009 –2010**

- Supervised a team of six for the Galveston PPDR / Saltwater Killed Tree removal program that included initial surveys, removal monitoring, eligibility determinations, and conducting applicant / consultant meetings
- Communicated accurate and consistent information to applicants concerning FEMA guidance on PPDR and Saltwater Killed Tree programs
- Managed the Storm Drain cleaning project which included initial surveys, monitoring, and verification of scope-of-work completion

***PAC Crew Lead***

**Debris Operations, 2009 –2010**

- Supervised and managed the daily operations of Debris Team Six, consisting of 15-20 Debris Specialists
- Development and motivation of subordinate staff
- Providing accurate and consistent information to applicants concerning FEMA guidance, statutory regulations, policies, and procedures
- Managed the Private Property Debris Removal (PPDR) program which included assisting applicants with request requirements, proper documentation, and eligibility determinations



## STEVE CRAWFORD

### REGIONAL MANAGER

2639 North Monroe Street • Building A • Tallahassee, FL 32303

(888) 721-4372 • [Scrawford@drcusa.com](mailto:Scrawford@drcusa.com)

### INTRODUCTION

Mr. Crawford comes to DRC with 25 years of operational and sales experience in the waste and recycling industry. Mr. Crawford is a Florida resident and has lived in the state since 1990. He previously worked in the Organics Recycling and Compost industry in Florida, where he was responsible for operations, project management, as well as sales/marketing of compost and mulch products. Additionally, he was previously responsible for municipal and federal contracting, operations management, disposal management, transportation, logistics and commodity marketing. Mr. Crawford is a previous Board of Director Member and Chairman of the Sponsorship Committee for Recycle Florida Today, a nonprofit organization dedicated to recycling education and improvements throughout the state of Florida. Most recently in response to Hurricanes Delta, Laura, and Sally, Mr. Crawford worked as the Operations manager in Grant Parish, LA, Winn Parish, LA, Natchitoches Parish, LA, and the City of Natchitoches, LA. During this time, he helped operate 10 DMS sites and removed and disposed of a combined total of over 1,380,000 cubic yards of debris throughout these areas. Additionally, Mr. Crawford helped coordinate Hurricane Sally efforts for Gulf Breeze, FL, Mary Esther, FL, Niceville, FL, and Forsythe County, GA. Some of his other major activations include Hurricanes Michael and Florence. During Hurricane Michael, Mr. Crawford worked closely with FDOT where he managed a ten-day PUSH consisting of 339 crews.

### EDUCATION

Mead Technical Institute, Meadville, PA -1990

Maplewood High School, Meadville, PA -1988

### PROMINENT CERTIFICATIONS

HAZWOPER

### CERTIFICATIONS

FEMA IS-5.a

FEMA IS-11.a

FEMA IS-8.a

FEMA IS-15.b

### NOTABLE PROJECTS

Hurricane Laura – 2020

Hurricane Delta – 2020

Hurricane Sally – 2020

Hurricane Dorian—2019

Hurricane Michael—2018

Hurricane Florence—2018

Hurricane Irma – 2017

### EXPERIENCE

DRC Emergency Services, LLC – Fernandina, Florida

*Regional Manager, Florida, April 2018-present*

- Overall day-to-day responsibility for managing all client customer needs including contracts, maintenance, training and planning for disaster events.

McGill Environmental Systems

*Senior Project Manager- Southeast US, July 2016-April 2018*

- Reporting to CEO, responsible for all sales and operational growth projects for multiple organic recycling facilities in the Southeast.
- Directly manage Florida startup operation in 2017, improving net profit by 36% and sales revenue by 900K.
- Account manager for large municipal and commercial customer base within Florida.
- Strategic member of company leadership team with involvement in major capital projects, facility improvements, and sales growth.

#### **Waste Pro USA**

##### ***Division Manager- Jacksonville, FL, June 2014–July 2016***

- Reporting to Regional Vice President and responsible for operations and safety of 115 employees, 75 vehicle fleet and 18 million in annual revenue. This included culture, training, improvement and all special projects.
- Directly responsible for all aspects of municipal contracting to include negotiating terms, public meeting presentations, implementation and operational execution.
- Accountable for growth & development of division revenue including success of staff, and management of sales staff development.
- Built rapport and interacted with internal and external customers, employees, businesses and municipal staff.
- Developed budgeting objectives for operations, shop and capital expenditures.

#### **Waste Management**

##### ***Strategic Business Director- Lombard, IL, August 2009– June 2014***

- Reporting to Segment Vice President responsible for all federal sales and contracting nationwide.
- Increased net revenue in federal sales by 10 million in 16 months.
- Increased renewal rate on federal contracts from 43% to 85% within six months.
- Developed processes and procedures for properly responding to RFP opportunities.
- Implemented a strategic sales strategy to capitalize on sustainability efforts within government.
- Grew sales team by 200%, managing sales goals, HR functions, marketing and expenditures

##### ***District Manager- Florida, October 2001-January 2009***

- Reporting to Market Area VP, responsible for managing all aspects of District recycling functions.
- Implemented District wide parts inventory system in 2002, eliminating shipping delays from parts suppliers.
- Managed high profile contracts with Broward County, Orange County, City of Tampa, and Seminole County.
- Instrumental in creating trust relationships with Waste Management leadership throughout the District.
- Served as Team Leader on the Florida Growth Team, responsible for doubling Florida's EBIT in 20 months.
- Voted to the Board of Directors for Recycle Florida Today in 2006, and also served as Chairman of their sponsorship committee.
- Extensive hands on experience with the municipal RFP process, ranging from direct bid procedures to complete contract negotiations.
- Achieved District wide one-year accident free status during 2004/2005.

#### **Smurfit Stone Recycling**

##### ***General Manager- Jacksonville, FL, December 1998-October 2001***

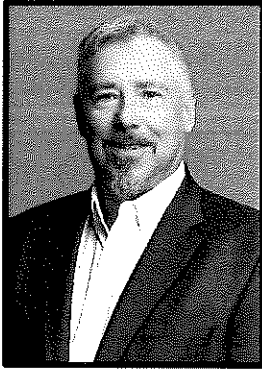
- Recognized by corporate for operating 1999, 2000 and 2001 with zero recordable injuries.
- Reported to Market Area Manager and responsible for a 6000-ton per month facility with 45 employees.
- Directed the movement of 15,000 tons per month of brokerage OCC and High Grades.
- Received "Plant of the Year" award in 2000 for excellence in safety and profit.
- Increased export shipments from plant by 20% capturing the higher margins utilizing domestic homes for brokerage.
- Recaptured major high-grade suppliers using relationships and excellent service reputation.
- Managed P&L budget responsible for 25 million in annual revenue.

##### ***Account Manager- Tampa, FL, May 1997-December 1998***

- Reporting to General Manager, responsible for securing and retaining all major accounts in excess of 500 tons per month.
- Recognized as 1998 Money Maker of the Year for development of non-fiber tonnage with new suppliers and ten-year contract extensions with two high margin customers.
- Served the lead role in the sale of non-performing facilities in Florida and received corporate acknowledgment for professionalism and thoroughness during this project.
- Responsible for the sale of two customer-recycling systems in excess of \$100,000 each.

***General Manager- Memphis, TN, March 1996-May 1997***

- Reported to Market Area Manager, responsible for a 4,000-ton per month facility with 30 employees.
- Directed the movement of 9,000 tons per month of brokerage OCC and High Grades.
- Created partnership with local safety organization to host health fairs, conduct disaster training and improve safety training.
- Increased monthly EBIT by 90,000 dollars in 12 months by improving operating efficiencies and reducing maintenance downtime.
- Managed the renegotiation of a poor union contract, improving the company's position.
- P&L and budget responsibility for 15 million in annual revenue.
- Negotiated exclusive supply contracts with two Nike Distribution centers for 1,500 tons per month.



## **SAM DANCER**

### **PROJECT MANAGER**

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(888) 721-4372 • [Sdancer@drcusa.com](mailto:Sdancer@drcusa.com)

### **INTRODUCTION**

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill.

More recently, he was involved in: St. Charles County and the City of Bridgeton tornado debris removal (MO); Tuscaloosa (ALDOT) residential demolition of tornado-damaged residences (AL); Terrebonne Parish (LA) and St. Louis Bayou (MS) Cleanout project; City of New Orleans Strategic Demolition for Economic Recovery project (LA); East Baton Rouge Parish wind storm damage (LA); Ascension Parish, Tangipahoa Parish (LA), and Houston (TX) flood damage; project manager for Hurricane Irma Largo.

### **EDUCATION**

**Southeastern Louisiana University – Hammond, LA**  
*Computer Science – Fall 1980, Fall 1981, Spring 1982*

### **PROMINENT CERTIFICATIONS**

Hazardous Waste Operations & Emergency Response – Initial  
LDEQ Asbestos Contractor/Supervisor  
FEMA IS-100.c Introduction to Incident Command System, ICS-100  
FEMA IS-100.pwb Introduction to the Incident Command System  
FEMA IS-632.a Introduction to Debris Operations  
FEMA IS-633 Debris Management Plan Development  
FEMA IS-634 Introduction to FEMA’s Public Assistance Program  
FEMA IS-700.b National Incident Management System (NIMS), An Introduction  
FEMA IS-702.a NIMS Public Information Systems

### **OTHER CERTIFICATIONS**

FEMA IS-3	FEMA IS-100.fda	FEMA IS-325	FEMA IS-802	FEMA IS-1150	OSHA-122
FEMA IS-5.a	FEMA IS-100.fwa	FEMA IS-360	FEMA IS-803	FEMA IS-1172	OSHA-123
FEMA IS-10.a	FEMA IS-100.hcb	FEMA IS-394.a	FEMA IS-804	FEMA IS- 2000	OSHA-144
FEMA IS-11.a	FEMA IS-100.he	FEMA IS-405	FEMA IS-807	FEMA IS-2002	OSHA-150
FEMA IS -20.19	FEMA IS-100.leb	FEMA IS-420	FEMA IS-807	FEMA IS -2500	OSHA-151
FEMA IS -21.19	FEMA IS-106.17	FEMA IS-421	FEMA IS-809	FEMA IS -2600	OSHA-152
FEMA IS-20.21	FEMA IS-200.b	FEMA IS-453	FEMA IS-810	FEMA IS-2900.a	OSHA-161
FEMA IS-21.21	FEMA IS-200.hca	FEMA IS-454	FEMA IS-811	FEMA IS-2901	OSHA-162
FEMA IS-29	FEMA IS-201	FEMA IS-546.a	FEMA IS-812	OSHA-105	OSHA-602
FEMA IS-33.17	FEMA IS-230.d	FEMA IS-547.a	FEMA IS-813	OSHA-107	OSHA-603
FEMA IS-36	FEMA IS-240.b	FEMA IS-660	FEMA IS-906	OSHA-108	OSHA-605
FEMA IS-37.19	FEMA IS-241.b	FEMA IS-703.a	FEMA IS-907	OSHA-112	OSHA-612
FEMA IS-37.21	FEMA IS-244.b	FEMA IS-706	FEMA IS-909	OSHA-113	OSHA-614
FEMA IS-42	FEMA IS-315	FEMA IS-775	FEMA IS-912	OSHA-115	OSHA-618
FEMA IS-60.b	FEMA IS-317	FEMA IS-800.b	FEMA IS-914	OSHA-116	OSHA-700
FEMA IS-75	FEMA IS-324.a	FEMA IS-801	FEMA IS-1010	OSHA-121	OSHA-701

OSHA-702	OSHA-716	OSHA-722	OSHA-807	OSHA-809
OSHA-704	OSHA-718	OSHA-750	OSHA-808	OSHA-815
OSHA-707	OSHA-719	OSHA-806		OSHA-852

**ADDITIONAL OSHA CERTIFICATES**

30 hour Construction Safety and Health	Occupational Safety and Health Professional
Confined Space Safety in Construction	Occupational Safety and Health Specialist
Construction Worksite Safety	Occupational Safety and Health Supervisor
Hand and Power Tool Safety	Occupational Safety and Health Trainer (Train-the-Trainer)
Introduction to Ergonomics	Safety Committee Chair
Introduction to Safety Recognition	Safety Committee Member

**ACCESS AND AWARDS**

- TWIC Card
- Access to the Homeland Security Information Network for LA, MS, TX, AL and the EM Site
- Louisiana War Cross
- National Defense Service Medal
- Good Conduct Medal
- Army Achievement Medal

**NOTABLE PROJECTS**

Hurricane Ida – 2021	Louisiana Severe Storms and Flooding (DR-4277) – 2016
Alabama Tornadoes – 2021	Houston, TX Flood – 2015
Texas Severe Winter Storms – 2021	Winter Storm Pax – 2014
Hurricane Delta – 2020	Midwestern Tornado Outbreak – 2013
Hurricane Laura – 2020	Hurricane Isaac – 2012
Hurricane Dorian—2019	Hurricane Irene – 2011
Tropical Storm Barry—2019	BP Oil Spill – 2010
Hurricane Michael—2018	Hurricane Gustav – 2008
Hurricane Florence—2018	Hurricane Ike – 2008
Hurricane Irma – 2017	Hurricane Rita – 2005
Hurricane Harvey – 2017	Hurricane Katrina – 2005

**EXPERIENCE**

**DRC Emergency Services LLC – New Orleans, Louisiana**  
**Field Supervisor/Project Manager, 2013 – Present**

- Manages all phases of assigned projects, ensuring contractual obligations are met and accountable for the personnel and equipment onsite. Projects include St. Louis County and the City of Bridgeton, MO, tornado debris removal; Tuscaloosa, AL (ALDOT) residential demolition of tornado-damaged residences; Terrebonne Parish, LA, St. Louis Bayou Cleanout project; City of New Orleans, LA, Strategic Demolition for Economic Recovery project.

**The Country Club – New Orleans, Louisiana**  
**Security Supervisor, 2013**

- Maintained a safe environment for employees and patrons at a high-profile restaurant and nightclub; monitored activity via recorded digital CCTV and through live indoor and outdoor surveillance; ensured security staff members were properly trained in all methods of surveillance, guest service, non-violent crisis intervention and documentation of events.

**Defcon 1–Pearl River, Louisiana**  
**Owner/Operator, 2012-2013**

- Managed all operations of a personally owned business which involved the retail sales of law enforcement and military apparel and equipment and provided contract security for private parties, events and VIP escort services.

**Cahaba Disaster Recovery (acquired by DRC) – Mobile, Alabama**

***Project Manager, 2008-2012***

- Directed all phases of disaster-related projects from contract activation to final closeout; coordinated mobilization of subcontractors and ensured crews in the field operated in accordance with OSHA and DEQ regulations; maintain effective communication with local governing bodies, FEMA, Army Corps of Engineers and monitoring firms. Recovery projects included areas impacted by Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill.

**Bourbon Blues Company – New Orleans, Louisiana**

***Security, 2008***

- Provided a safe environment for the employees and patrons by ensuring rules regarding the service of alcoholic beverages to patrons by the bar staff were followed; communicated effectively with NOPD in regard to serious incidents occurring at the bar and submitted written reports to law enforcement and management

**Omni-Pinnacle Emergency Response – Slidell, Louisiana**

***Field Supervisor, 2005-2008***

- Managed the day-to-day activities of crews and employees in the field, including operations involving tree cutting, debris removal, debris disposal, waterway clearing and residential and commercial demolition; ensured that FEMA, OSHA, DEQ and contractual obligations are met; project involvement included Hurricanes Katrina and Rita in unincorporated St. Tammany Parish, LA and Wilma in Indian River County, FL

**Target Corporation (Mervyn's and Target) – Multiple Locations**

***Key Store Investigator, Field Assets Protection Team Leader, Executive Team Leader-Assets Protection, 1994-2005***

- Implemented company-directed safety and shortage plans as well as creating store-based plans in accordance with annual inventory results, local safety issues and theft trends; monitored and maintained overt and covert surveillance systems; initiated, investigated and resolved internal and external theft cases including organized theft and fraud; apprehended and interviewed individuals responsible for shortages; partnered with local, state and federal law enforcement agencies and communicated with other retailers; testified in court when necessary

**LAW ENFORCEMENT EXPERIENCE:**

**Pearl River Police Department (Reserve Division) – Pearl River, Louisiana**

***Officer, 1990-1996***

- Patrol the streets of Pearl River, protect citizens and their property while enforcing town, parish and state ordinances; participated in the initiation and resolution of investigations regarding the manufacturing transport, possession and distribution of controlled substances as a member of the Narcotics Task Force

**MILITARY EXPERIENCE:**

**Louisiana Army National Guard (Infantry) – Houma, Louisiana**

***Squad Leader, 1989-1991***

- Accountable for the proper training and the well-being of an eleven-person infantry squad; maintained combat readiness of the squad and all assigned weapons and equipment to ensure mission completion; unit was activated for Desert Storm

**United States Army (Infantry) – Multiple Locations**

***Senior Custodial Agent, Fire Team Leader/Track Commander, 1983-1986***

- Controlled entry of US and German personnel into the limited and exclusion areas of a remote nuclear missile site and provide tactical response in the event of a perimeter breach; ensured that the soldiers in the fire team were properly trained and all assigned equipment was maintained; participated in Bright Star, Egypt (1985)



## MARK BUSH

### PROJECT MANAGER

111 Veterans Boulevard, Suite 401 • Metairie, LA 70005  
(888) 721-4372 • [Mbush@drcusa.com](mailto:Mbush@drcusa.com)

### INTRODUCTION

Mr. Bush is a Texas native who worked previously as Field Service Supervisor/Operations Coordinator for an oilfield services company specializing in water treatment. He served 6 years in the US Army as a Light Wheel Mechanic and also served as a Squad Leader with the 4th Brigade/4th Infantry Division. His prior experience has helped him hone his skills in personnel management, reliability and responsiveness, attention to detail and adaptability to change, and time management. Recently, Mr. Bush worked as a project manager for DRC in Harris County following Hurricane Harvey. He also serves as the main point of contact to Harris County Engineering during this time.

### EDUCATION

Lamar University, 1995-1997  
Houston Area Plumbers Joint Apprenticeship Training, 1999-2003

### PROMINENT CERTIFICATIONS

40-Hour OSHA HAZWOPER	SafeGulf USA
TX All-lines Ins. Adjuster (lic#2156078)	H2S Awareness Training
SafeLand USA	CPR AED Certified

### OTHER CERTIFICATIONS

FEMA IS-5.a	FEMA IS-235.c
FEMA IS10.a	FEMA IS-241.c
FEMA IS-37.23	FEMA IS-242.c
FEMA IS-100.c	FEMA IS-317.a
FEMA IS-200.c	

### NOTABLE PROJECTS

Hurricane Ida – 2021	Tropical Storm Imelda — 2019
Texas Severe Winter Storms – 2021	Hurricane Dorian—2019
Hurricane Zeta — 2020	Tropical Storm Barry—2019
Hurricane Delta — 2020	Hurricane Michael—2018
Hurricane Sally — 2020	Hurricane Florence—2018
Hurricane Hanna — 2020	Hurricane Harvey – 2017

### EXPERIENCE

**DRC Emergency Services, LLC**  
**Project Manager, 2017-Present**

- **Hurricane Michael, Jackson County, Florida.** Mr. Bush served as the project manager during DRC’s response efforts for Hurricane Michael. Still activated in Florida working with FDOT, Mr. Bush’s responsibilities included managing the daily logistical coordination of crews, heavy equipment, and support resources; implementing health and safety protocols to ensure that all work was completed safely; work flow and future crew movement planning; and daily work site documentation.
- **Hurricane Harvey, Harris County, Texas.** Mr. Bush served as the project manager during DRC’s response efforts

for Hurricane Harvey. Mr. Bush's responsibilities included managing the daily logistical coordination of crews, heavy equipment, and support resources; implementing health and safety protocols to ensure that all work was completed safely; work flow and future crew movement planning; and daily work site documentation. In addition to managing debris removal, Mr. Bush was the main point of contact for Harris County's Engineering Department for shutting down all DMS sites in the area.

#### **Orion Water Solutions**

##### ***Field Service Supervisor/Operations Coordinator, 2014-2017***

- Served as the supervisor and coordinator for all of operations, including but not limited to; managed the logistics of mobile equipment, chemical shipments, and all of personnel.

#### **Kellogg, Brown & Root-2003-2004**

##### ***Foreman, (Djibouti, Africa), 2003-2004***

- Worked as the youngest foreman in the country to maintain and improve the infrastructure of a military base. With 16-18 local national crews, their work involved plumbing and construction jobs.

#### **MILITARY EXPERIENCE:**

##### **United States Army**

- *Squad Leader with the 4<sup>th</sup> Brigade/4<sup>th</sup> Infantry Division, 2007-2013*
  - *Jalalabad, Afghanistan.* Tasked with Base Defense Ops and served as a member of a QRF Team in support of Operation Enduring Freedom.



**LISA GARCIA WALSH**

**CONTRACTS MANAGER**

111 Veterans Boulevard, Suite 401 • Metairie, LA 70005  
(888) 721-4372 • [Lgarcia@drcusa.com](mailto:Lgarcia@drcusa.com)

**INTRODUCTION**

Ms. Garcia Walsh has overseen DRC’s contracts since 2010. Her role is to maintain all contractual records and documentation, such as receipt and control of all contract correspondence. She is responsible for applying, renewing, and activating general contractor licenses nationwide as well as other authorizations and pre-qualifications. Additionally, she is responsible for invoicing, ticket reconciliation and coordination with subcontractors, municipalities and monitoring firms regarding accounting procedures. Ms. Garcia Walsh helps ensure data is collected and processed efficiently.

Ms. Garcia Walsh brings experience in data management operations following some of the largest debris generating natural disaster in recent history. She oversaw data collection and processing for state and federally funded projects. She assists with data management, invoice reconciliation, and project closeout.

Ms. Garcia Walsh has provided administrative assistance to DRC’s management personnel on all major disasters since 2013. Prior to joining DRC, Ms. Garcia Walsh provided administrative assistance for emergency response projects involving FEMA protocol.

**EDUCATION**

- Our Lady of Holy Cross College** – New Orleans, Louisiana  
*Bachelor’s Degree in Accounting – May 2015*
- Nunez Community College** – Chalmette, Louisiana  
*Associates Degree in Business Technology – 2010*

**PROMINENT CERTIFICATIONS**

Hazardous Waste Operations & Emergency Response – Initial

**OTHER CERTIFICATIONS**

FEMA IS-5.a	FEMA IS-201	FEMA IS-546.a	FEMA IS-706
FEMA IS-10.a	FEMA IS-235.c	FEMA IS-547.a	FEMA IS-775
FEMA IS-11.a	FEMA IS-241.c	FEMA IS-632.a	FEMA IS-800.b
FEMA IS-37.23	FEMA IS-244.b	FEMA IS-633	FEMA IS-906
FEMA IS-42	FEMA IS-315	FEMA IS-634	FEMA IS-907
FEMA IS-100.c	FEMA IS-317.a	FEMA IS-660	FEMA IS-909
FEMA IS-111.a	FEMA IS-324.a	FEMA IS-700.a	FEMA IS-2900
FEMA IS-200.c	FEMA IS-453	FEMA IS-702.a	

**NOTABLE PROJECTS**

- |                                   |                              |
|-----------------------------------|------------------------------|
| Kentucky Tornadoes – 2021         | Hurricane Laura — 2020       |
| Hurricane Ida – 2021              | Hurricane Isaias — 2020      |
| Alabama Tornadoes – 2021          | Hurricane Hanna — 2020       |
| Texas Severe Winter Storms – 2021 | Tropical Storm Imelda — 2019 |
| Hurricane Zeta — 2020             | Hurricane Dorian—2019        |
| Hurricane Delta — 2020            | Tropical Storm Barry—2019    |
| Hurricane Sally — 2020            | Hurricane Michael—2018       |

Hurricane Florence—2018  
Hurricane Maria – 2017  
Hurricane Irma – 2017  
Hurricane Harvey – 2017  
Hurricane Matthew—2016  
Louisiana Severe Storms and Flooding (DR-4277) – 2016  
Winter Storm Jonas – 2015  
Houston, TX Flood -2015  
Winter Storm Pax – 2014  
Midwestern Tornado Outbreak – 2013  
Super Storm Sandy – 2012

Hurricane Isaac – 2012  
Hurricane Irene – 2011  
BP Oil Spill – 2010  
Hurricane Gustav – 2008  
Hurricane Ike – 2008  
Hurricane Wilma – 2006  
Hurricane Rita – 2005  
Hurricane Ophelia – 2005  
Hurricane Katrina – 2005  
Hurricane Dennis – 2005

## **EXPERIENCE**

### **DRC Emergency Services, LLC – New Orleans, Louisiana**

#### ***Contracts Manager, November 2013-Present***

- Maintain contractual records and documentation such as receipt and control of all contract correspondence
- Ensure that signed contracts are communicated to all relevant parties to provide contract visibility and awareness, interpretation to support implementation
- Responsible for applying, renewing and activating general contractor's licenses nationwide; prequalification with Department of Transportation offices nationwide
- Responsible for Secretary of State annual filings and authorizations to do business

#### ***Project Administrator, July 2010-November 2013***

- Provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers for projects in Louisiana including, but limited to:
  - MC52 BP Oil Spill Clean Up
  - St. Bernard Road Project
  - Orleans Parish Sheriff's Office
  - Hurricane Isaac Recovery – Assisted project managers in several contracts, coordinated and managed personnel to scan and submit tickets to Mobile office)
- Project administrator for two demolition projects for the City of New Orleans; responsibilities included filing permits, making LA One Calls, review of all packets for demolition paperwork prior to demolition, attended monthly meetings with City of New Orleans and provided invoicing reconciliation
- Researched bids and RFPs throughout the United States

### **Law Offices of Christian D. Chesson – New Orleans, Louisiana**

#### ***Paralegal/Office Manager, September 2006-January 2009***

- Assisted in Chapter 7 Bankruptcy and Lemon Law documentation for clients
- Provided overall office management, including:
  - Client relations
  - Accounts payable/receivable
  - Administrative support to ten attorneys in the New Orleans office location
  - Liaison between the New Orleans office and the Lake Charles office locations

### **Advanced Cleanup Technologies, Inc. – Rancho Dominguez, California**

#### ***Administrative Manager, October 2005-May 2006***

- Director of Human Resources for the Southeastern Branch of ACTI
- Administrative office manager duties included: documentation and operational support for operations manager and project managers; invoicing for emergency response projects following FEMA protocol

DRC's team has decades of experience providing extensive disaster recovery and emergency management services to federal, state, and local governments. As a leader in the recovery industry, our passion is helping communities prepare for the worst while being prepared to deliver a rapid response when necessary, all to facilitate the most efficient recovery possible. DRC has managed over 650 debris removal projects, including the removal of 178,600,000 cubic yards of debris. Setting new industry standards is what our customers have come to expect; DRC takes pride in our versatility and in our innovative approach to every job. Having successfully completed over \$3.2 billion in contracts, DRC employs scores of talented professionals ready to satisfy our client's needs. We are proven, and we are ready.



The primary mission of our company is to provide a **professional, honest, and immediate response** to natural and man-made disasters throughout the world. DRC is highly capable in managing all facets of a disaster, particularly because of our extensive experience in communicating with our clients. Through our experience, we have developed an inherent understanding of how to direct emergency response and recovery.

DRC has provided a plethora of services in response to disaster recovery including, but not limited to:

- 🌐 Disaster Planning & Training
- 🌐 Technical Assistance and Project Management
- 🌐 Debris Management
- 🌐 Right of Way Maintenance
- 🌐 Private Property Debris Removal
- 🌐 Tree Trimming & Removal
- 🌐 Temporary Site Management Reduction, Recycling & Disposal
- 🌐 Hazardous Waste Segregation
- 🌐 Final Disposal Management
- 🌐 Marine Debris Removal & Recovery
- 🌐 Sand Screening & Beach Restoration
- 🌐 Wildfire Structural Debris Removal
- 🌐 Demolition
- 🌐 Oil Spill Response and Recovery
- 🌐 Temporary Housing and Logistics
- 🌐 Infectious disease Planning and Response
- 🌐 Covid-19 Vaccination Sites and Temporary Hospitals

***"The contractor effectively managed all members of their team, schedule, and provided a quality product. With what I know today about the contractor's ability to execute what they promised, I would award to them today if I had a choice. Outstanding debris removal contractor!"***

-Jesse Scharlow, Contracting Officer, Louisville District, U.S. Army Corps of Engineers

## NOTABLE ACHIEVEMENTS AND EXPERIENCE

- In 2022, DRC worked in response to many different types of events including: Red-Tide Fish Kill, Tornadoes, Tropical Storm, Hurricane Ian, Flooding, Fire, Winter Storm, Ice Storm. These events had a combined contract total of **over \$159,300,000** and DRC removed and disposed of **over 3,698,000 cubic yards** of debris during this time.
- In 2021, DRC removed **over 17,000,000 cubic yards** of debris and managed **82 debris management sites** in response to Hurricane Ida alone.
- In 2020, DRC was activated in **45 jurisdictions**, managed **81 debris management sites**, and removed and disposed **over 6,400,000 cubic yards** of debris.
- Simultaneously mobilized, staffed, and successfully operated **53 individual projects** throughout the Southeastern US during the 2017 Hurricane Season.
- Established a **single-day productivity record** for post-disaster debris removal as recognized by FEMA in 2008 for collecting 440,000 cubic yards.
- Designed, implemented, managed and financed a **150-mile Gulf of Mexico shoreline protection system** in response to the BP oil spill.
- Established industry standards for total volume recycled by **recycling 100% of the 5.6 million cubic yards collected** in Houston, TX following Hurricane Ike.



## BACKGROUND AND CAPACITY

Since its inception, DRC has responded and navigated through countless disaster events that included hundreds of contracts, each involving a unique community with distinct circumstances. In the past, DRC has picked up as little as 170 cubic yards for a single client and over 17.5 million cubic yards during 31 simultaneous activations. Having performed debris operations across the nation for decades, DRC has engaged a network of over 3,000 subcontracting partners. Our relationship with these contractors **guarantees that no matter the size or location of an event, DRC will respond timely.**

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When disasters hit  
communities,  
DRC Emergency Services  
is there. We stand by  
ready to help you  
**prepare, respond, &  
recover**  
in the face of disaster.

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**DRC'S DEBRIS EXPERTISE**

**650+**

PROJECTS  
MANAGED

MORE THAN

**\$3.2B**

IN CONTRACTS MANAGED

BONDING  
CAPACITY

**\$1B**

**178,600,000**

CUBIC YARDS OF DEBRIS REMOVED

**6.4M**



HAZARDOUS TREES &  
LIMBS REMOVED

**440,000**

CUBIC YARDS COLLECTED

SETTING FEMA SINGLE-DAY  
PRODUCTIVITY RECORD



**68**

FEMA  
DECLARED  
DISASTERS

IN **28**

STATES AND

**1** TERRITORY

*"To date, DRC has cleared our ROW's of approximately 1 million cubic yards of debris and removed dangerous leaners and hangers.*

*They have proven to be experienced and knowledgeable in the storm debris removal process and an invaluable asset in our recuperation effort."*

— Juan M. Maldonado, Esq., Deputy Secretary,  
Chief Compliance Officer Fiscal Plan, Gov. of  
Puerto Rico Department of Transportation and  
Public Works



# 5 Year Project History

**2022**

Wildfire  
Flood  
Tornadoes  
Tropical Storm  
Hurricane  
Winter Storm

\$159,353,792

3,698,490  
cubic yards

**2021**

Hurricanes  
Flood  
Winter Storm  
Tornadoes

\$433,009,227

18,948,275  
cubic yards

**2020**

Hurricanes  
Fires  
Derecho

\$180,990,554

6,449,031  
cubic yards

**2019**

Tropical Depression  
Hurricanes  
Tornadoes

\$6,091,446

390,713  
cubic yards

**2018**

Hurricanes  
Tornadoes  
Marine/Waterway  
Debris Removal

\$271,381,877

23,398,766  
cubic yards



## RELEVANT WORK EXPERIENCE

2022	Activations	Temporary Sites	Cubic Yardage	Contract Value
<b>Hurricane Ian</b>	<b>Florida:</b> Bradenton, City of DeBary, City of Deland, Daytona Beach, FDEM, FDOT Districts 1,2, & 5, Lakeland, Lee County Schools, Longboat Key, Maitland, Manatee, Sarasota County, Sarasota Schools, St. Augustine, FL	17	3,254,038 <i>Ongoing</i>	\$107,924,786 <i>Ongoing</i>
2021	Activations	Temporary Sites	Cubic Yardage	Contract Value
<b>Hurricane Ida</b>	<b>Alabama:</b> Dauphin Island <b>Louisiana:</b> Abita Springs, Ascension Parish, Assumption Parish, Baker, Bayou Lafourche Water District, Central, Donaldsonville, East Baton Rouge Parish/City of Baton Rouge, Gramercy, Iberville Parish, Jefferson Parish, LADOTD 61, LADOTD 62, Lafourche Parish, Lafourche School District, Lutchter, Napoleonville, Pointe Coupee Parish, Port Fourchon, Sorrento, Southeast Flood Protection Authority, St. Charles Parish, St. Bernard Parish, St. James Parish, St. Tammany Parish, Tangipahoa Parish, Terrebonne Parish, <b>Pennsylvania:</b> Montgomery County	82	17,573,949	\$317,700,611
2020	Activations	Temporary Sites	Cubic Yardage	Contract Value
<b>Hurricane Zeta</b>	<b>Alabama:</b> Alabama DOT, Clarke County, Dauphin Island, Mobile, Mobile County, Selma, Washington County <b>Georgia:</b> Forsyth County <b>Louisiana:</b> New Orleans, Slidell, St. Charles Parish, St. Bernard Parish, Terrebonne Parish, Jefferson Parish, Plaquemines Parish <b>Mississippi:</b> Lucedale, Moss Point, Stone County	32	2,020,000	\$21,743,693
<b>Hurricane Delta</b>	<b>Louisiana:</b> Acadia Parish, Baker, Central, East Baton Rouge Parish, Lafayette Parish, Pointe Coupee Parish, St. Landry Parish, West Feliciana Parish	9	560,000	\$7,047,143
<b>Hurricane Sally</b>	<b>Alabama:</b> Dauphin Island, Mobile, Mobile County, Pritchard, Semmes <b>Florida:</b> Gulf Breeze, Mary Esther, Niceville	11	1,035,146	\$23,029,702
<b>Hurricane Laura</b>	<b>Louisiana:</b> Acadia Parish, Crowley, Grant Parish, Jefferson County Drainage District, Jefferson Davis	27	2,513,185	\$32,667,393

	Parish, Lafayette Parish, Natchitoches, Natchitoches Parish, Ouachita Parish, Vernon Parish, Winn Parish <b>Texas:</b> Matagorda County			
<b>Hurricane Isaias</b>	<b>Florida:</b> Deland, <b>North Carolina:</b> City of Wilmington	2	237,497	\$2,738,159
<b>2019</b>	<b>Activations</b>	<b>Temporary Sites</b>	<b>Cubic Yardage</b>	<b>Contract Value</b>
<b>2019 Hurricane Season</b>	<b>Louisiana:</b> Assumption Parish, Pointe Coupee Parish, Terrebonne Parish, Lafayette Parish, Central, East Baton Rouge Parish/City of Baton Rouge <b>Florida:</b> City of Miami Beach <b>North Carolina:</b> Town of Pine Knoll Shores, Wilmington, Pender County <b>Texas:</b> Jefferson County, City of Liberty, Nederland, and Houston	5	390,713	\$6,091,446
<b>2018</b>	<b>Activations</b>	<b>Temporary Sites</b>	<b>Cubic Yardage</b>	<b>Contract Value</b>
<b>Hurricane Michael</b>	<b>Florida:</b> Holmes County, Jackson County, Florida Department of Transportation, Tyndall Air Force Base, NSA Panama City <b>Georgia:</b> Colquitt	27	5,458,219	\$ 85,415,129
<b>Hurricane Florence</b>	<b>North Carolina:</b> Pender County, Wilmington, Havelock, Burgaw, Pine Knoll Shores, Surf City, Topsail Beach, Pamlico County, New Hanover County, Greene County, Southport, Jones County, and Sampson County, Camp Lejune	18	2,518,939	\$ 34,572,767.81
<b>Alabama Tornado Outbreaks</b>	<b>Alabama:</b> Calhoun County, St. Clair County, and the City of Jacksonville	2	350,881	\$ 5,009,976.14
<b>2017</b>	<b>Activations</b>	<b>Temporary Sites</b>	<b>Cubic Yardage</b>	<b>Contract Value</b>
<b>Hurricane Harvey</b>	<b>Texas:</b> Texas GLO, Waller County, Harris County, Jefferson County, Port of Corpus Christi, Cities of Aransas Pass, Groves, Cleveland, Bellaire, Humble, Nederland, Port Aransas, Houston, Jacinto, Port Arthur, Piney Point Village, Port Neches, and Texas City	16	3,579,940.50	\$ 89,426,277.00



Hurricane Irma	<b>Florida:</b> Florida Department of Transportation, Florida Department of Environmental Protection, Monroe County, Citrus County, Miami-Dade County, Coconut Creek, Cutler Bay, Daytona Beach, Debarry, Deland, Fernandina, Ft. Lauderdale, Indian Creek Village, Inverness, Largo, Miami, North Miami, North Miami Beach, Surfside, Orange City, Orlando, Palm Beach Gardens, Pembroke Pines, Redington Beach, and St. Augustine <b>Georgia:</b> Brunswick	30	2,159,454.64	\$ 48,775,168
Hurricane Maria	<b>Puerto Rico:</b> Department of Transportation and Public Works	8	1,082,845.80	\$ 78,295,107
2016	Activations	Temporary Sites	Cubic Yardage	Contract Value
Winter Storm Jonas	<b>Maryland:</b> Maryland Department of General Services, State of Maryland, Prince Georges County and City of Baltimore <b>Virginia:</b> Loudoun County	N/A	N/A	\$ 1,002,792
Multiple Severe weather events and flooding	<b>Texas:</b> Harris County, Houston, Texas DOT <b>Louisiana:</b> East Baton Rouge parish, Ascension Parish, Tangipahoa Parish, Lafayette Parish, St. Martin Parish, City of Baker, Assumption Parish, Iberville Parish, City of St. Gabriel,	5	2,800,000.00	\$ 50,000,000
Hurricane Hermine	<b>Florida:</b> Citrus County, Leon County	N/A	26,694.25	\$1,792,096.93
Hurricane Matthew	<b>Florida:</b> Daytona Beach, Ormond Beach, Deland, Orange City, St. Augustine, Sebastian <b>North Carolina:</b> New Hanover County, Pender County, Hyde County, Greene County, City of Wilmington, City of North Topsail Beach <b>Georgia:</b> Georgia Department of Transportation	14	579,473.65	\$13,572,406.02
2015	Activations	Temporary Sites	Cubic Yardage	Contract Value
Texas Flood Event	<b>Texas:</b> Texas Department of Transportation, City of Houston, and City of Bellaire	N/A	238,463.00	\$ 2,039,329
Louisiana Storm Event	<b>Louisiana:</b> East Baton Rouge Parish and Ascension Parish	N/A	135,977.96	\$ 875,867
2014	Activations	Temporary Sites	Cubic Yardage	Contract Value

<p><b>Winter Ice Storms</b></p>	<p><b>South Carolina:</b> South Carolina Department of Transportation <b>North Carolina:</b> New Hanover County, Pender County, City of Wilmington, City of Thomasville and City of Archdale</p>	<p>15</p>	<p>1,839,119.82</p>	<p>\$ 54,449,473</p>
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## FINANCIAL STRENGTH & STABILITY

DRC is one of the most **financially sound and stable companies** in the disaster response industry. With a **bonding capacity of over \$1 billion** and access to dedicated cash and credit lines in **excess of \$400 million**, DRC has the ability to manage and complete multiple projects simultaneously without being hindered by a lack of operating capital. During high storm seasons over the past decade, DRC operated substantially out of pocket prior to client payment, yet remained fully capable of providing the critical services necessary to complete all contracts.

- DRC's combined contract total for 2022 is valued at over \$159,000,000. During this time, DRC removed and disposed over 3,600,000 cubic yards of debris across 9 states.
- In 2021, DRC removed over 17,000,000 cubic yards of debris and managed 82 debris management sites in response to Hurricane Ida alone. Our combined contract total for 2021 was valued at over \$300,000,000.
- The 2020 hurricane season consisted of numerous hurricanes including Hurricanes Hanna, Laura, Isaias, Sally, Delta, and Zeta; DRC was mobilized in Alabama, Georgia, Louisiana, Mississippi, Florida, Texas, and North Carolina and removed and disposed of over 5,900,000 cubic yards of debris for contracts totaling over \$180 million.
- The 2018 hurricane season brought several storms, most notably Hurricanes Florence and Michael. With only two weeks of reprieve between each storm, DRC mobilized in Florida, North Carolina, Virginia and Georgia simultaneously.
- Three major hurricanes hit continental North America in 2017, Hurricanes Harvey, Irma, and Maria, consecutively. DRC managed a total of 53 projects simultaneously in the months that followed these disasters, totaling to \$207 million and 6 million cubic yards.
- 2016 brought several severe flooding events, primarily in Texas and Louisiana. Additionally, Hurricanes Hermine and Mathew wreaked havoc on Florida and the East Coast. DRC was activated in 30 total jurisdictions, DRC picked up a total of 4 million cubic yards of debris, totaling to an estimated amount of \$64.7 million contract value.
- The winter of 2014 wreaked havoc on the eastern seaboard. Working primarily in South Carolina and North Carolina, DRC managed the debris removal for 5 counties in North Carolina and 8 counties for SCDOT. Removing over 225,000 trees and 1,400,000 cubic yards, the contract value is \$54,449,473.

### Banking

Texas Capital Bank

Leila Aloï

Senior VP Corporate Banking

One Riverway, Suite 2100

Houston, TX 77056

(832) 308-7005

[Leila.Aloi@texascapitalbank.com](mailto:Leila.Aloi@texascapitalbank.com)

### Surety

Bowen, Michlette & Britt Insurance

Agency LLC

Toby Michlette

Surety Bond Producer, Senior VP

1111 North Loop West, Suite 400

Houston, TX 77046

(713) 880-7109

[Tmichlette@bmbinc.com](mailto:Tmichlette@bmbinc.com)

### Insurance

McGriff, Seibels & Williams

Rob Harrison

10100 Katy Freeway

Suite 400

Houston, TX 77043

(713) 940-6544

[Rob.harrison@mcgriff.com](mailto:Rob.harrison@mcgriff.com)

★ Texas Capital Bank

January 17, 2023

To Whom It May Concern:

DRC Emergency Services LLC and affiliates have the financial resources to support business operations and the ability to obtain additional resources if needed. The companies have a multi-year syndicated revolving credit facility led by Texas Capital Bank with borrowing capacity up to \$500,000,000. The Companies have the financial capability to finance hundreds of millions of dollars in volume of work, without interference or slow down. The amount can be repaid and redrawn, subject to compliance with the terms of the Company's credit agreement. The credit agreement runs through January 31, 2027.

In addition to the Syndicated Credit Facility with our bank, the owners of DRC Emergency Services LLC and affiliates keep ample levels of additional Working Capital available at a moment's notice.

We have personally banked the owners of the companies for over 15 plus years and they have been a valued client of the bank, have always paid as agreed, and are one of the highest valued clients in the bank. We have witnessed them work on multiple projects and coordinate large scale efforts with excellent execution.

Please feel free to contact me should you need additional information.



Leila Z. Aloï  
Senior Vice President  
Texas Capital Bank  
832-308-7005

1330 Post Oak Blvd., Suite 1700  
Houston, TX 77056  
832.308.7000

**TRAVELERS** 

**Drew Kratzer**  
Associate Account Executive  
Travelers Bond  
4650 Westway Park Blvd  
Houston, TX 77041  
(281) 606-8408  
DKratzer@Travelers.com

May 31, 2023

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

Re: DRC Emergency Services, L.L.C.  
Project: Emergency Debris Removal Services  
Estimated Contract Amount: \$2,000,000.00

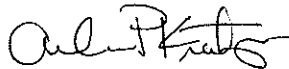
To Whom It May Concern:

Travelers Casualty and Surety Company of America (Travelers) has issued surety bonds for DRC Emergency Services, L.L.C. (DRC). In this capacity we have become very familiar with their management, financial and performance capabilities. Through Travelers, we have established a bonding program with a single project limit of \$500,000,000 as long as these projects fit within an aggregate program of \$1 Billion. Travelers is currently listed on the U.S. Department of the Treasury's Listing of Certified Companies and is currently rated A++ (Superior) with a Financial Size Category of XV by A. M. Best. Travelers is authorized to do business in Wisconsin.

Based on the bonding requirements, Travelers is agreeable to issue the 100% performance and payment bonds on behalf of DRC, upon a valid Task Work Order, as required by contract, subject to Traveler's acceptable review of contract terms, contract amount, bond forms, and financing and other pertinent underwriting information at the time of the request. Please understand that any arrangement for any bonds is a matter between DRC and Travelers. We assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

Our experience with DRC has been excellent, and we highly recommend them to you.

Sincerely,



Andrew P. Kratzer, Associate Account Executive



**DRC**  
EMERGENCY SERVICES  
Striking Back.

**Tab C: Experience and References**  
Emergency Debris Removal Services



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
05/22/2023

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

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

<b>PRODUCER</b> McGriff Insurance Services, LLC 10100 Katy Freeway, #409 Houston, TX 77043	<b>CONTACT NAME:</b> Julia Becvar <b>PHONE (A/C, No, Ext):</b> 713-877-8975 <b>FAX (A/C, No):</b> 713-877-8974 <b>E-MAIL ADDRESS:</b> jbecvar@mcgriff.com
<b>INSURED</b> DRC Emergency Services, LLC P.O. Box 17017 Galveston, TX 77552	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A :Crum & Forster Specialty Insurance Company      44520 INSURER B :United States Fire Insurance Company      21113 INSURER C :Vantage Risk Specialty Insurance Company (16275) INSURER D : INSURER E : INSURER F :

**COVERAGES**      **CERTIFICATE NUMBER:ZFXWVWLP**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ECG107082	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/POP AGG \$ 5,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		1337543307	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		EPX122599	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input type="checkbox"/> N/A		P03CP0000033200	03/31/2023	03/31/2024	Contractor's Pollution Errors & Omissions Policy Aggregate \$ 5,000,000 \$ 5,000,000 \$ 5,000,000 \$

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

RFP - City of New Berlin - Emergency Debris Removal Services

Certificate Holder is included as an Additional Insured on the General Liability, Automobile and Excess Liability policies. Waiver of Subrogation applies in favor of Certificate Holder as respects the General Liability, Automobile and Excess Liability policies. The General Liability Policy includes a Per Project Aggregate. Coverage is primary and non-contributory as respects to the General Liability, Automobile and Excess Liability policies. All as required by written contract subject to policy terms, conditions, and exclusions.

In the event of cancellation by the Insurance companies, the General Liability, Automobile and Excess policies have been endorsed to provide 30 days' Notice of Cancellation (except for non-payment) to the Certificate Holder shown below.

<b>CERTIFICATE HOLDER</b>  City of New Berlin 3805 S. Casper Dr. New Berlin, WI 53151	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>R. Michael Broadlove, Jr</i>
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## 10 YEAR PAST PERFORMANCE

Please see below for projects performed by DRC over the last 10 years. Project values below with asterisks (\*) are in progress and amounts are subject to change.

2023	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
April	Little Rock, AR	2023 Tornado Removal and Disposal of Storm Debris	*\$1,970,715.17
April	Monroe County, MS	Contract for Tornado Debris and Removal Services	*\$688,351.90
March	Pottawatomie County, OK	February 2023 Tornado- Debris Removal	\$18,621.49
March	Manatee, FL	Red Tide-Fish Kill	\$26,483
February	City of Houston, TX	Heavy Trash, Bulk, and Junk Waste Collection Services	*\$655,824.66
February	City of Tyler, TX	Bulk Waste & Brush Services - <b>Winter Storm Mara</b>	\$296,730.00
February	City of Lakeway, TX	Bulk Waste & Brush Services - <b>Winter Storm Mara</b>	\$694,710.00
February	City of Austin, TX	Disaster Debris Removal- <b>Winter Storm Mara</b>	*\$8,461,328.87
January	Alabama Department of Transportation - Dallas County	Dallas County Tornado	*\$3,874,233.70
January	City of Lake Charles, LA - Batch 3	Private Property Debris Removal Program - <b>Hurricane Laura</b>	*\$193,450.00
January	City of Lake Charles, LA - Batch 7	Private Property Debris Removal Program - <b>Hurricane Laura</b>	*\$180,000.00
2022	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Manatee, FL	Red Tide-Fish Kill	\$13,495.00
December	St. Charles Parish, LA	Winter Tornado Debris Removal	\$97,343.44
December	St. Bernard Parish, LA	Winter Tornado Debris Removal	*\$181,447.84
November	Florida Department of Emergency Management - JV	Debris Removal- <b>Hurricane Ian DR-4673</b>	*\$29,770,693.04
November	Florida Department of Environmental Protection - JV	Waterway Debris Removal	*\$88,171,203.41
November	St. Augustine, FL	Storm Nicole Tropical	\$24,196.37
November	Hollywood, FL	Hurricane Nicole - Hourly work	\$14,953.75
October	Houston, TX	Mechanical & Hydraulic Dredging	\$1,936,596.32

October	Sarasota Schools, FL	Debris Removal	\$85,088.88
October	FDOT District 1	Emergency Debris Removal and Hazardous Tree Limb & Stump Removal	\$595,178.64
September	Lee County Schools	Debris Removal - Hurricane Ian DR-4673	\$315,845.98
September	Lakeland, FL	Debris Removal - Hurricane Ian DR-4673	\$1,654,141.04
September	Daytona Beach, FL	Debris Removal - Hurricane Ian DR-4673	*\$3,102,724.02
September	City of Deland, FL	Debris Removal - Hurricane Ian DR-4673	\$961,843.88
September	City of Debary, FL	Debris Removal - Hurricane Ian DR-4673	\$943,747.84
September	St. Augustine, FL	Debris Removal - Hurricane Ian DR-4673	\$59,775.35
September	Bradenton, FL	Debris Removal - Hurricane Ian DR-4673	\$302,085.74
September	Longboat Key, FL	Debris Removal - Hurricane Ian DR-4673	\$334,105.91
September	FDOT District 5	Debris Removal - Hurricane Ian DR-4673	\$158,673.58
September	FDOT Perry	Debris Removal - Hurricane Ian DR-4673	\$15,000.00
September	FDOT Chiefland	Debris Removal - Hurricane Ian DR-4673	\$25,281.50
September	Sarasota County, FL	Debris Removal - Hurricane Ian DR-4673	\$20,975,013.19
September	Manatee, FL	Debris Removal - Hurricane Ian DR-4673	\$7,945,240.76
September	Maitland, FL	Debris Removal - Hurricane Ian DR-4673	\$141,151.33
September	Richmond, VA	Reduction and Haul Out	\$315,000.00
August	City/County of St. Charles	2022 Flooding	\$11,979.84
August	Larimer County, CO	Sediment Removal - Buckhorn Creek	\$1,850,071.00
July	East Baton Rouge Parish/City of Baton Rouge	Annual Channel Clearing Project – Elbow Bayou and Claycut Bayou	*\$1,537,979.40
July	City of Mayfield, KY	Private property debris removal in response to tornado	\$5,266,377.68
July	Lake Charles, LA	Private property debris removal and demolitions - Hurricane Laura DR-4559	\$218,136.00
May	City of Austin, TX	Bulk Waste Debris Removal	\$1,019,362.50
April	Boulder County, CO	Marshall Fires Phase 2	\$26,903,041.87
March	St. Bernard, LA	2022 Tornado	\$594,135.08

**Tab C: Experience and References**  
Emergency Debris Removal Services

February	City of Houston, TX – Roger’s Gully	Mechanical Sand and Waterway Debris Removal, Lake Houston	\$7,007,416.52
February	Lakeland, TN	2022 Ice Storm Debris Cleanup	\$103,766.00
February	LADOTD Jefferson Ditches	Emergency Ditch, Culvert, and Catch Basin Cleaning – <b>Hurricane Ida DR-4611</b>	\$3,818,278.00
January	Point Coupee, LA	Bulky Waste	\$6,487.50
January	SCDOT	Winter Storm Izzy	\$40,135.00
January	Boulder County, CO	Marshall Fires Phase 1	\$266,716.84
January	City of Monroe, LA	Bulk Waste Debris Removal	\$271,600.00
<b>2021</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
December	TXDOT Brazoria County	Debris Removal – <b>Tropical Storm Nicholas</b>	*\$615,045.70
December	LADOTD 02 St. Bernard	Emergency Drainage Cleaning for Florissant Hwy (LA46)	\$192,815.28
December	TXDOT	Disaster Debris Removal Services – Tropical Storm Nicholas	\$53,407.50
December	USACE - Graves County, Kentucky	2021 Tornadoes	\$12,640,181.52
December	Greater Louisiana Port Commission - Port Fourchon, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$631,513.60
December	Ascension Parish Waterway (Canal), LA	Disaster Debris Re Canal Disaster Debris Removal Services – Hurricane Ida DR-4611	\$11,287,635.40
October	Village of Napoleonville, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	\$38,941.40
October	Southeast Flood Protection Authority	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	\$2,690,963.63
October	Dauphin Island, AL	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	\$3,140,135.00
September	Bay City, TX	Disaster Debris Removal Services – <b>Tropical Storm Nicholas</b>	*\$236,335.95
September	Matagorda County, TX	Disaster Debris Removal Services – <b>Tropical Storm Nicholas</b>	*\$298,988.17
September	Lafourche School District, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	\$429,298.01
September	Bayou Lafourche Water District, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	\$5,890,173.13

September	St Charles Parish, LA	Canal Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	\$2,339,823.10
September	Sorrento, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	\$115,857.17
September	Town of Gramercy, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	\$305,274.00
September	Pointe Coupee Parish, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	*\$13,537.50
September	Iberville Parish, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	\$140,329.15
September	Assumption Parish, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	*\$215,899.11
September	Baker, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	\$135,403.20
September	St. Tammany Parish, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	*\$43,757,042.06
September	Town of Lutcher, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	\$424,647.81
September	Montgomery County, PA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	\$11,944,812.49
September	Donaldsonville, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	\$282,656.27
September	Central, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	\$441,364.66
September	St. James Parish, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	\$1,381,257.45
September	Ascension Parish, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	\$5,289,860.19
September	Jefferson Parish, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	*\$35,754,679.92
September	LADOTD 61	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	\$5,913,629.58
September	LADOTD 62	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	\$30,900,053.55
August	Terrebonne Parish, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	*\$44,199,509.53
August	Tangipahoa Parish, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	*\$42,275,640.66
August	Abita Springs, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	*\$26,868
August	St. Charles Parish, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	*\$18,672,467.27

August	Lafourche Parish, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	*\$17,253,946.46
August	East Baton Rouge Parish/City of Baton Rouge, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	*\$10,938,467.34
August	St. Bernard Parish, LA	Disaster Debris Removal Services – <b>Hurricane Ida DR-4611</b>	\$2,253,489.28
	Randolph County – ACCA	Alabama Tornadoes	\$83,352.47
July	FDOT District 2 Perry	<b>Emergency Cut &amp; Toss - Tropical Storm Elsa EM-3561</b>	\$15,000.00
July	FDOT District 2 Chiefland	<b>Emergency Cut &amp; Toss - Tropical Storm Elsa EM-3561</b>	\$18,326.25
July	Foley, AL	Hurricane Debris Stream Cleanout - <b>Hurricane Sally DR-4563</b>	\$15,000
July	City of Houston, TX	Mechanical Sand and Waterway Debris Removal, Lake Houston	\$10,483,667.44
June	Pinellas County, FL	Red Tide Fish Kill	\$2,070,438.47
June	Ascension Parish, LA	May weather event	\$2,631.14
June	State of Washington	Town of Malden Fire Cleanup	\$4,600,000.00
May	East Baton Rouge, LA	May Flood Event	\$505,060.62
April	City of Mobile, AL	Bulky Waste	\$38,637.50
April	Coweta, GA	Disaster Debris Clearance and Removal Services	\$35,089.08
April	City of Austin, TX	Winter Storm Debris Removal	\$382,005.00
April	Shelby County, AL	Alabama Tornadoes	\$511,206.78
April	Calhoun County, AL	Alabama Tornadoes	\$2,942,622.86
April	Westwego (City of), LA	<b>Hurricane Zeta DR-4573</b>	\$22,440.00
March	Central, LA	Winter Storm Debris	\$51,300.00
February	East Baton Rouge	Winter Storm Debris Removal	*\$1,130,963.16
February	Texas Department of Transportation	Waterway Debris Removal	\$316,915.00
January	CalRecycle, CA	2020 Fires, Debris Removal & Hazard Tree Removal Services	*\$81,651,575.10
January	Washington County, AL	Disaster Debris Removal Services – <b>Hurricane Zeta DR-4573</b>	\$2,806,056.32
January	Clarke County, AL	Disaster Debris Removal Services – <b>Hurricane Zeta DR-4573</b>	\$4,299,718.14

2020	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	State of Washington	Town of Malden Fire Clean up	\$4,567,224.89
November	City of Selma, AL	Disaster Debris Removal Services – <b>Hurricane Zeta DR-4577</b>	\$1,472,310.16
November	Mobile County, AL	Disaster Debris Removal Services – <b>Hurricane Zeta DR-4577</b>	\$5,075,456.97
November	City of Prichard, AL	Disaster Debris Removal Services – <b>Hurricane Sally DR-4563</b>	\$836,185.25
November	Stone County, MS	Disaster Debris Removal Services – <b>Hurricane Zeta DR-4576</b>	\$1,462,022.56
November	City of Lucedale, MS	Disaster Debris Removal Services – <b>Hurricane Zeta DR-4576</b>	\$513,307.96
November	City of Moss Point, MS	Disaster Debris Removal Services – <b>Hurricane Zeta DR-4576</b>	\$128,758.93
November	City of Alexander City, AL	Weather Event of April 2020	\$281,101.19
November	Forsyth County, GA	Disaster Debris Removal Services – <b>Hurricane Zeta DR-4579</b>	\$49,837.85
October	Plaquemines Parish, LA	Disaster Debris Removal Services – <b>Hurricane Zeta DR-4577</b>	\$370,612.8
October	City of Niceville, FL	Disaster Debris Removal Services – <b>Hurricane Sally DR-4564</b>	\$31,410.39
October	ALDOT- Grove Hill District	Disaster Debris Removal Services – <b>Hurricane Zeta DR-4573</b>	\$9,254,899.38
October	City of Slidell, LA	Disaster Debris Removal Services – <b>Hurricane Zeta DR-4577</b>	\$367,233.00
October	Jefferson Parish, LA	Disaster Debris Removal Services – <b>Hurricane Zeta DR-4577</b>	\$2,937,024.93
October	City of New Orleans, LA	Disaster Debris Removal Services – <b>Hurricane Zeta DR-4577</b>	\$391,359.16
October	Terrebonne Parish, LA	Disaster Debris Removal Services – <b>Hurricane Zeta DR-4577</b>	\$89,187.06
October	St. Charles Parish, LA	Disaster Debris Removal Services – <b>Hurricane Zeta DR-4577</b>	\$97,940.95
October	St. Bernard Parish, LA	Disaster Debris Removal Services – <b>Hurricane Zeta DR-4577</b>	\$591,978.10
October	City of Kenner, LA	Food Services – <b>Hurricane Zeta DR-4577</b>	\$23,685
October	Jefferson County, TX	Logistic Services – <b>Hurricane Delta</b>	\$13,530
October	City of Baker, LA	Disaster Debris Removal Services – <b>Hurricane Delta DR-4570</b>	\$121,977.20

October	East Baton Rouge, LA	Disaster Debris Removal Services – <b>Hurricane Delta DR-4570</b>	\$684,139.37
October	City of Central, LA	Disaster Debris Removal Services – <b>Hurricane Delta DR-4570</b>	\$106,353
October	Pointe Coupee Parish, LA	Disaster Debris Removal Services – <b>Hurricane Delta DR-4570</b>	\$27,000
October	West Feliciana Parish, LA	Disaster Debris Removal Services – <b>Hurricane Delta DR-4570</b>	\$94,143.05
October	Lafayette Parish, LA	Disaster Debris Removal Services – <b>Hurricane Delta DR-4570</b>	\$4,883,624.13
October	Acadia Parish, LA	Disaster Debris Removal Services – <b>Hurricane Delta DR-4570</b>	\$1,054,273.01
October	City of Semmes, AL	Disaster Debris Removal Services – <b>Hurricane Sally DR-4563</b>	\$77,396
October	Vernon Parish, LA	Disaster Debris Removal – <b>Hurricane Laura DR-4559</b>	\$11,769,350.27
October	Natchitoches Parish, LA	Disaster Debris Removal – <b>Hurricane Laura DR-4559</b>	\$793,043.66
September	Jefferson County Drainage District, TX	Logistic Services – <b>Hurricane Laura DR- 4559</b>	\$12,886.39
September	City of Mary Esther, FL	Disaster Debris Removal Services – <b>Hurricane Sally DR-4564</b>	\$14,832.68
September	Jackson County, FL	Private Property Debris Removal – <b>Hurricane Michael (DR-4399)</b>	\$459,716.62
September	City of Gulf Breeze, FL	Disaster Debris Removal Services – <b>Hurricane Sally DR-4564</b>	\$1,023,202.02
September	Town of Dauphin Island, AL	Disaster Debris Removal Services – <b>Hurricane Sally DR-4563</b>	\$991,095.96
September	Mobile County, AL	Disaster Debris Removal Services – <b>Hurricane Sally DR-4563</b>	\$4,438,764.67
September	City of Mobile, AL	Disaster Debris Removal Services – <b>Hurricane Sally DR-4563</b>	\$10,143,825.52
September	Winn Parish, LA	Disaster Debris Removal – <b>Hurricane Laura DR-4559</b>	\$2,184,514.30
September	Natchitoches Parish, LA	Disaster Debris Removal – <b>Hurricane Laura DR-4559</b>	\$793,043.66
September	City of Natchitoches, LA	Disaster Debris Removal – <b>Hurricane Laura DR-4559</b>	\$14,832.68
September	City of Cedar Rapids, IA	Collection of C&D Storm Damaged Household Items – <b>Derecho Severe Storms DR-4557</b>	\$267,066.73

September	Grant Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$11,817,169.83
August	Ouachita Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$2,239,882.51
August	Jefferson Davis Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$2,290,672.78
August	Lafayette Parish, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$397,790.77
August	City of Crowley, LA	Disaster Debris Removal – Hurricane Laura DR-4559	\$282,736.22
August	State of Louisiana	Emergency Support Trailers – Hurricane Laura DR-4559	\$202,000
August	Jefferson County Drainage District	Emergency Disaster Assistance Recovery- Hurricane Laura DR-4559	\$12,886.39
August	City of Deland, FL	Disaster Debris Removal – Hurricane Isaias	\$45,606.46
August	City of Wilmington, NC	Debris Management Recovery & Removal Services- Hurricane Isaias	\$2,692,553.05
July	Matagorda County, TX	Debris Clearance & Removal – Hurricane Hanna	\$411,067
July	City of Central, LA	Debris Removal in response to Weather Event	\$3,400
May	Virginia Department of Emergency Management	COVID-19 Support	\$506,232.04
May	Lafourche Parish, LA	Debris Removal and Recovery Services	\$143,375
May	St. Charles Parish, LA	May 15 Flood Event	\$62,372.41
April	City of Mount Juliet, TN	Tornado Debris Removal (DR-4476)	\$1,258,201.54
April	Puerto Rico Power Authority	Vegetation Management	\$29,283,377.08
January	City of Houston, TX	Mechanical Sand and Waterway Debris Removal, Lake Houston	* 15,792,662.59
<b>2019</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
November	City of Port Aransas, TX	Municipal Boat Harbor Debris Removal Disposal Services – Hurricane Harvey (DR-4332)	\$273,428.60
September	Jefferson County, TX	Disaster Debris Management – Tropical Storm Imelda (DR-4466)	\$1,132,923.58
September	City of Liberty, TX	Disaster Debris Management – Tropical Storm Imelda (DR-4466)	\$87,791.50
September	City of Nederland, TX	Disaster Debris Management – Tropical Storm Imelda (DR-4466)	\$12,142.40

**Tab C: Experience and References**  
Emergency Debris Removal Services

September	New Hanover County, NC	Disaster Debris Removal—Hurricane Dorian (DR-4465)	\$151,527.30
September	Town of Pine Knoll Shores, NC	Disaster Debris Removal—Hurricane Dorian (DR-4465)	\$126,898.25
September	City of Wilmington, NC	Pre-Staging Equipment—Hurricane Dorian (DR-4465)	\$26,106.20
August	City of Miami Beach, FL	Logistical Services—Hurricane Dorian (DR-4465)	\$38,400
August	City of Central, LA	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$7,800
August	St. Charles County, MO	Emergency Flood Debris Removal and Disposal	\$650,075.00
August	Village of Plover, WI	<b>Straight-Line Wind</b> – Debris Removal	\$119,427.50
July	Assumption Parish, LA	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$63,886.74
July	Pointe Coupee Parish, LA	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$21,600
July	Terrebonne Parish, LA	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$404,858.94
July	Lafayette Parish, LA	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$225,250.75
July	East Baton Rouge Parish/City Of Baton Rouge, LA	Disaster Debris Removal— Hurricane Barry (DR-4462)	\$398,040.07
June	State of New York	Provide MRE's	\$30,6060.00
June	State of Louisiana- Sand Activation	Provide Sand per Region	\$2,537.00
June	Puerto Rico's Department of Parks and Recreation	<b>Hurricane Maria Debris Removal (DR-4339)</b>	\$4,890,171.32
June	Monroe County, MS	Tornado Debris Removal and Disposal Services	\$1,756,741.53
June	City of Ruston, LA	Debris Removal and Disposal from Event of April 25, 2019 (Tornado)	\$285,951.44
<b>2018</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
November	Sampson County	Disaster Debris Removal Services— Hurricane Florence (DR-4393)	\$23,484.79
October	Jones County	Debris Removal—Hurricane Florence (DR-4393)	\$209,953.44
October	GDOT-Colquitt	Debris Removal—Hurricane Michael (DR-4399)	\$326,471.84
October	FDOT	Base Camp—Hurricane Michael (DR-4399)	\$1,888,658.00

October	FDOT Region 3 Bay and Calhoun Counties	Debris Removal—Hurricane Michael (DR-4399)	\$33,539,480.67
October	FDOT Region 2 Gulf, Liberty, Franklin, Gadsden, Wakulla, Leon, and Jefferson Counties	Debris Removal—Hurricane Michael (DR-4399)	\$23,193,485.63
October	Southport, NC	Debris Removal—Hurricane Florence (DR-4393)	\$467,856.46
October	Greene County, NC	Debris Removal—Hurricane Florence (DR-4393)	\$12,779.24
October	Jackson County, FL	Debris Removal—Hurricane Michael (DR-4399)	\$40,000,000
October	Holmes County, FL	Debris Removal—Hurricane Michael (DR-4399)	\$2,269,063.94
October	Pamlico County, NC	Veg Disposal—Hurricane Florence (DR-4393)	\$1,107,417.42
September	Carolina Beach, NC	Sand Debris Removal—Hurricane Florence (DR-4393)	\$19,158.60
September	Jasper, SC	On Call Tree Trimming and Removal	Maintenance Contract
September	Topsail Beach, NC	Debris Removal—Hurricane Florence (DR-4393)	\$650,092.07
September	Surf City, NC	Debris Removal—Hurricane Florence (DR-4393)	\$1,750,794.12
September	Pine Knoll Shores	Debris Removal—Hurricane Florence (DR-4393)	\$926,151.47
September	Burgaw, NC	Debris Removal—Hurricane Florence (DR-4393)	\$260,824.92
September	Havelock, NC	Debris Removal—Hurricane Florence (DR-4393)	\$1,193,356.81
September	Wilmington, NC	Debris Removal—Hurricane Florence (DR-4393)	\$18,716,164.35
September	Pender County, NC	Debris Removal—Hurricane Florence (DR-4393)	\$10,819,632.94
September	Pinellas County, FL	Red Tide-Fish Kill	\$6,895,562.29
May	Port of Corpus Christi Authority (POCCA)	Marine Debris Removal Services	\$285,771.03
March	ACCA-Jacksonville	Severe Thunderstorms and Dangerously High Winds (DR-4362)	\$3,889,408.12
March	Jacinto City, TX	Debris Removal from Temporary Site	\$80,000.00
March	ACCA-Calhoun County	Severe Thunderstorms and Dangerously High Winds (DR-4362)	\$882,966.84

March	ACCA-St. Clair County	Severe Thunderstorms and Dangerously High Winds (DR-4362)	\$237,601.18
September	Florida Department of Environmental Protection	Marine Debris Removal - Hurricane Irma (DR-4337)	\$416,444.79
<b>2017</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
November	DTOP-Puerto Rico	Hurricane Maria Debris Removal (DR-4339)	\$78,295,107
October	Miami-Dade County, FL	Site Management and Reduction of Temporary Debris Storage and Reduction Site - Hurricane Irma (DR-4337)	\$5,060,786.86
October	North Miami Beach, FL	Debris Management and Reduction - Hurricane Irma (DR-4337)	\$2,383,018.23
October	Monroe County, FL	Debris Removal - Hurricane Irma (DR-4337)	\$11,648,125.84
September	Brunswick, GA	Debris Removal - Hurricane Irma (DR-4338)	\$642,298.98
September	Orlando, FL	Debris Removal - Hurricane Irma (DR-4337)	\$570,879.96
September	Piney Point Village, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$ 30,010.87
September	Debary, FL	Debris Removal - Hurricane Irma (DR-4337)	\$ 1,073,891.11
September	Inverness, FL	Debris Removal - Hurricane Irma (DR-4337)	\$97,056.16
September	Indian Creek Village, FL	Debris Removal - Hurricane Irma (DR-4337)	\$142,821.03
September	Bellaire, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$ 1,279,672.03
September	Daytona Beach, FL	Debris Removal - Hurricane Irma (DR-4337)	\$923,524.92
September	Surfside, FL	Debris Removal - Hurricane Irma (DR-4337)	\$103,132.63
September	Orange City, FL	Debris Removal - Hurricane Irma (DR-4337)	\$478,643.62
September	St. Augustine, FL	Debris Removal - Hurricane Irma (DR-4337)	\$469,540.11
September	DeLand, FL	Debris Removal - Hurricane Irma (DR-4337)	\$1,190,026.81
September	Waller County, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$31,010.87
September	Doral, FL	Debris Removal - Hurricane Irma (DR-4337)	\$41,121.84
September	Cutler Bay, FL	Emergency Cut & Toss - Hurricane Irma (DR-4337)	\$ 98,530
September	Fernandina Beach, FL	Debris Removal - Hurricane Irma (DR-4337)	\$835,621.90
September	Coconut Creek, FL	Debris Removal - Hurricane Irma (DR-4337)	\$1,273,788.48
September	Largo, FL	Debris Removal - Hurricane Irma (DR-4337)	\$715,802.20

September	Fort Lauderdale, FL	Debris Removal - Hurricane Irma (DR-4337)	\$8,196,643.97
September	Citrus County, FL	Debris Removal - Hurricane Irma (DR-4337)	\$1,648,345.56
September	North Miami, FL	Debris Removal - Hurricane Irma (DR-4337)	\$2,383,018.23
September	Miami, FL	Debris Removal - Hurricane Irma (DR-4337)	\$9,851,246.94
September	FDOT – District 2	Emergency Cut & Toss - Hurricane Irma (DR-4337)	\$563,069.00
September	Coconut Creek, FL	Food Activation - Hurricane Irma (DR-4337)	\$16,839.99
September	Palm Beach Gardens, FL	Food Activation - Hurricane Irma (DR-4337)	\$55,125.00
September	Taylor Lake Village, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$17,246.1
September	Humble, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$173,411.09
August	Cities of Port Neches, Nederland and Groves, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$1,062,849.32
August	Port Arthur, TX	Emergency Supplies - Hurricane Harvey (DR-4332)	\$336,668.94
August	Harris County, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$33,677,520.71
August	Texas City, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$217,981.17
August	Houston, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$21,854,657.54
August	TXGLO, TX	Beach Restoration - Hurricane Harvey (DR-4332)	\$400,000
August	Jefferson County, TX	Emergency Supplies and Debris Removal - Hurricane Harvey (DR-4332)	\$5,027,062.72
August	City of Port Aransas, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$11,771,717.34
August	City of Aransas Pass, TX	Debris Removal - Hurricane Harvey (DR-4332)	\$7,595,915.65
August	City of Pasadena, TX	Food Services - Hurricane Harvey (DR-4332)	\$20,000
March	Chambers County, TX	Building Restoration as a result of a Tornado	\$3,400.00
January	Assumption Parish, LA	Removal of C&D from DMS - February 2016 Tornado	\$94,646.55
<b>2016</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
November	Greene County, NC	Disaster Debris Removal and Disposal - Hurricane Matthew (DR-4285)	\$75,870.33

November	GDOT – Chatham County	Emergency Routine Maintenance - <b>Hurricane Matthew (DR-4284)</b>	\$1,390,795.73
November	Pender County, NC	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4285)</b>	\$162,119.60
October	Sebastian, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$387,820.47
October	Hyde County, NC	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4285)</b>	\$344,248.99
October	North Topsail Beach, NC	Disaster Debris Removal and Disposal (Push & Load & Haul Operations) - <b>Hurricane Matthew (DR-4285)</b>	\$48,682.78
October	New Hanover County, NC	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4285)</b>	\$912,661.04
October	City of Wilmington, NC	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4285)</b>	\$918,465.95
October	Palm Beach Gardens, FL	Emergency Food Services - <b>Hurricane Matthew (DR-4283)</b>	\$52,600.00
October	City of Debary, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$256,463.67
October	City of Ormond Beach, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$3,861,220.75
October	City of DeLand, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$505,777.85
October	Orange City, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$115,245.54
October	City of Daytona Beach, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$3,861,220.75
October	City of St. Augustine, FL	Disaster Debris Removal and Disposal - <b>Hurricane Matthew (DR-4283)</b>	\$856,579.69
September	Leon County, FL	Debris Removal - <b>Hurricane Hermine (DR- 4280)</b>	\$1,591,250.93
September	Citrus County, FL	Debris Removal - <b>Hurricane Hermine (DR- 4280)</b>	\$200,846.00
August	East Baton Rouge Parish/City of Baton Rouge, LA	Disaster Debris Removal and Disposal - <b>Louisiana Severe Storms and Flooding (DR- 4277)</b>	\$35,000,000.00
August	Ascension Parish, LA	Disaster Debris Removal and Disposal - <b>Louisiana Severe Storms and Flooding (DR- 4277)</b>	\$5,903,607.61
August	Lafayette Parish, LA	Disaster Debris Removal and Disposal - <b>Louisiana Severe Storms and Flooding (DR- 4277)</b>	\$975,792.64

August	Tangipahoa Parish, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$468,387.73
August	St. Martin Parish, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$64,622.94
August	City of Baker, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$413,150.33
August	Iberville Parish/City of St. Gabriel, LA	Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)	\$66,153.72
June	Caldwell Parish, LA	March 2016 Flood - Louisiana Severe Storms and Flooding (DR-4263)	\$16,401.60
June	St. James Parish, LA	Haul Out - February 2016 Tornado	\$91,104.64
June	Parish of East Baton Rouge/City of Baton Rouge, LA	May 2016 Wind Event	\$198,105.72
May	Texas Department of Transportation – Smith & Cherokee County	Debris Removal - April 2016 Tornado	\$558,910.69
May	New Hanover County, NC	Debris Removal - May 2016 Tornado	\$41,351.56
April	Harris County, TX	Debris Removal - Texas Severe Storm and Flooding DR-4269	\$504,198.86
April	City of Houston, TX	Debris Removal - Texas Severe Storm and Flooding DR-4269	\$2,728,745.37
March	Tangipahoa Parish, LA	Debris Removal - Louisiana Severe Storms and Flooding (DR-4263)	\$72,224.79
January	Prince George's County, MD	Snow Removal - Winter Storm Jonas	\$179,188.75
January	Loudon County, VA	Snow Removal - Winter Storm Jonas	\$223,113.50
January	Maryland Department of General Services	Snow Removal - Winter Storm Jonas	\$12,440.00
January	City of Baltimore, MD	Preston Road Complex Snow Removal - Winter Storm Jonas	\$122,550.00
January	State of Maryland – Highway Authority	Snow Removal - Winter Storm Jonas	\$465,500.00
January	State of Louisiana Sand Activation	Delivery of Sand to Krotz Springs, LA	\$28,991.76
<b>2015</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
October	Ethyl Road Industrial Park, LLC	Pond Dewatering	Est. \$136,298

October	East Baton Rouge, LA Housing Authority	Turner Plaza Demolition-Building 6	\$187,523.53
July	Jackson County, MS	Landfill Services for Chipping, Grinding, Hauling, and Disposal of Vegetative Debris	\$67,200.00
July	St. Louis County, MO	Tree Removal	Maintenance Contract
June	Texas Department of Transportation – Waller and Montgomery County	Disaster Debris Removal and Disposal - Texas Severe Storm and Flooding (DR-4269)	\$87,304.60
May	Cities of Bellaire and Houston, TX	Disaster Debris Removal and Disposal & Base Camps - Texas Severe Storm and Flooding (DR-4269)	\$1,952,025.31
May	Parish of East Baton Rouge and Ascension Parish, LA	Disaster Street Clearing Debris Collection, Removal, Processing, Disposal and Management Services	\$875,867.76
April	Castlerock Communities, LP Houston, TX	Goose Creek Landing – Detention Pond Clearing & Section 1 Clearing	\$123,664.00
March	City of Corpus Christi, TX	Master Channel 31 Drainage Channel Excavation	\$878,176.52
February	New Caney Defined Benefits Area MUD Within the City of Houston ETJ in Montgomery County, TX	Phase 2 Clearing and Grubbing	\$618,286.08
January	Harris County, TX	Expansion of James Driver Park Phase One	\$1,506,550.65
<b>2014</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
November	Brazos County, TX	Tree Trimming and Removal	\$118,366.25
October	Harris County, TX	South Richey Storm Water Detention Basin Excavation	\$5,395,557.23
August	Alabama Department of Transportation – 2 <sup>nd</sup> Division District 3	Tree Trimming/Canopy Removal- District 3	\$115,842.50
July	City of Athens, AL	Grinding and Disposal of April 28,2014 Storm Debris/Green Waste	\$65,552.00
July	Hyde County, NC	Debris Management Services - Hurricane Arthur	\$8,750.00
July	City of Shreveport, LA	Cross Lake Dam Embankment Vegetation Removal	\$227,287.26
July	City of Center Point, AL	Demolition and Cleanup	\$34,911.00
July	City of Archdale, NC	Winter Storm Debris Easement Removal	\$141,000.00

July	City of Jonesboro, AR	Debris Removal	\$280,000.00
May	City of Archdale, NC	Winter Storm Debris Removal	\$147,203.50
May	Gulf Breeze, FL	Emergency Debris Removal - <b>April Rain Event</b>	\$108,995.46
May	Okaloosa, FL	Emergency Debris Removal	\$5,816.78
April	Thomasville, NC	Debris Removal and Disposal, Debris Management, and Debris Clearance	\$473,222.69
March	City of New Orleans, LA	Strategic Demolitions for Economic Recovery	\$6,685,950.00
February	New Hanover, NC	Emergency Response, Management, and Recovery	\$1,146,756.55
February	Wilmington, NC	C&D Debris Removal and Vegetative Debris Removal and Disposal	\$1,555,223.85
February	Pender County, NC	Debris Management and Site Disposal	\$66,447.07
February	South Carolina Department of Transportation	Clearing Roads, ROW, Debris Hauling due to a hurricane/storm event	\$44,233,669.57
January	Richmond, VA	Snow Removal Services	\$36,855.00
January	Louisiana Department of Transportation and Development – Webster Parish	Tree Removal in Webster Parish	\$458,785.00
<b>2013</b>	<b>CONTRACTING AGENCY</b>	<b>DESCRIPTION OF WORK</b>	<b>CONTRACT AMOUNT</b>
December	Port St. Lucie, FL	Canal Bank Stabilization Improvements (3 Segments)	\$4,022,930.54
September	Louisiana Department of Transportation and Development – Bienville Parish	I-20 Tree Removal in Bienville Parish	\$348,053.00
June	St. Charles County, MO	Emergency Storm Debris Removal - <b>Midwest Tornado Outbreak</b>	\$923,105.33
June	Bridgeton, MO	Emergency Storm Debris Removal - <b>Midwest Tornado Outbreak</b>	\$38,918.81
June	Pottawatomie County, OK	Emergency Storm Debris Removal - <b>Midwest Tornado Outbreak</b>	\$418,256.75
June	City of Oklahoma City, OK	Emergency Storm Debris Removal - <b>Midwest Tornado Outbreak</b>	\$1,873,206.11
May	Terrebonne Parish Consolidated Government	St. Louis Bayou Cleanout	\$924,950.00
April	Ocean City, NJ	Marine Debris Removal - <b>Super Storm Sandy</b> Subcontractor to Zehender Disaster Relief, LLC	\$512,750.50

2012	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	Piscataway, NJ	Debris Removal - <b>Super Storm Sandy</b>	\$1,498,637.31
November	New York Department of Transportation – Nassau County	Debris Removal - <b>Super Storm Sandy</b>	\$5,190,263.72
November	New York Department of Transportation – Suffolk County	Debris Removal - <b>Super Storm Sandy</b>	\$8,224,716.15
November	New York Department of Transportation – Suffolk County	Debris Removal - <b>Super Storm Sandy</b>	\$3,607,542.53
November	Harford County, MD	Debris Removal - <b>Super Storm Sandy</b>	\$29,671.63
September	Ascension Parish, LA	Debris Removal - <b>Hurricane Isaac</b>	\$279,364.17
September	Louisiana Department of Transportation and Development – District 62	Debris Removal - <b>Hurricane Isaac</b>	\$913,039.39
September	Mandeville, LA	Debris Removal - <b>Hurricane Isaac</b>	\$465,759.22
September	St. John the Baptist, LA	Debris Removal - <b>Hurricane Isaac</b>	\$2,919,975.96
September	Jefferson Parish, LA	ROW Debris Removal - <b>Hurricane Isaac</b>	\$1,713,925.30
September	East Baton Rouge, LA	Disaster Management - <b>Hurricane Isaac</b>	\$2,474,520.78
September	St. Charles Parish, LA	Debris Removal - <b>Hurricane Isaac</b>	\$506,673.33
August	Jefferson Parish, LA	ROW Debris Removal - <b>Hurricane Isaac</b>	\$64,402.51
August	City of New Orleans, LA	Debris Removal - <b>Hurricane Isaac</b>	\$2,576,871.94
August	Downtown Development District – New Orleans, LA	Debris Removal - <b>Hurricane Isaac</b>	\$14,858.79
August	State of Louisiana	Mass Feeding - <b>Hurricane Isaac</b>	\$23,750.00
August	State of Louisiana	Catering Services - <b>Hurricane Isaac</b>	\$21,030.00
August	State of Louisiana	Delivered MRE's to Kenner, LA - <b>Hurricane Isaac</b>	\$4,604.64
August	State of Louisiana	Sand Delivery - <b>Hurricane Isaac</b>	\$19,680.00
August	Florida Department of Transportation – District 7	Cut and Toss Contract Z7023 - <b>Hurricane Isaac</b>	\$17,550.00
July	St. Clair County, AL	PWB #29 Shoal Creek Extension	\$188,864.00
July	VDEM	Logistics / Emergency Supplies	\$96,911.80
July	Corpus Christi, TX	Brush Collection	\$249,070.83
June	Matthews County, VA	Logistics / Emergency Supplies	\$13,109.00



May	Corpus Christi, TX	Debris Removal	\$482,331.96
May	Moody, AL	Storm Debris Removal	\$69,375.00
May	Limestone County, AL1	Waterway Debris Removal	\$164,605.02
May	St. Clair County, AL	Shoal Creek Debris Removal	\$682,000.00
May	St. Clair County, AL	Kelly Creek Debris Removal	\$173,782.00
April	Tuscaloosa, AL	Forest Lake Debris Removal	\$142,817.00
March	Pendleton County, KY	Tornado debris removal from county road right of ways	\$144,039.22
March	Lafayette Consolidated Government	Emergency Disaster Debris Removal - <b>March 2012 Floods</b>	\$52,767.84
February	Center Point, AL	Disaster Debris Removal, Reduction & Disposal for - <b>January 2012 Tornadoes</b>	\$458,260.06
January	Tuscaloosa, AL	Structural demo, Debris removal and Site cleanup	\$1,369,153.80

## REFERENCES

REFERENCES				
OWNER & TIMELINE	DESCRIPTION OF WORK	CONTRACT VALUE	CUBIC YARDS	POINT OF CONTACT
Jefferson Parish, LA September 2021- Present	Disaster Debris Removal Services— <b>Hurricane Ida DR- 4611</b>	*\$36,692,909.98	1,666,435.50  Tons: 2,333,009	Katherine Costanza, <i>Assistant Director of Environmental Affairs</i> Phone: 504-736-6440 <a href="mailto:KCostanza@jeffparish.net">KCostanza@jeffparish.net</a> 834 S. Clearview Parkway, Harahan, LA 70123
USACE – Graves County, KY December 2021-April 2022	Disaster Debris Removal Services in response to a tornado— <b>Kentucky Severe Storms, Straight-line Winds, Flooding, and Tornadoes DR-4630</b>	\$12,640,181.52	409,238.40  Tons: 572,933.76	Jesse Scharlow, <i>Contract Specialist</i> Phone: 502-315-6183 <a href="mailto:jesse.e.scharlow@usace.army.mil">jesse.e.scharlow@usace.army.mil</a> 600 Dr Martin Luther King Jr Pl, Louisville, KY 40202
City of Wilmington, NC October 2018- February 2019	Debris Removal Services <b>Hurricane Florence (DR-4393)</b>	\$18,300,000	1,370,198.12  Tons: 1,918,277.37	Dave Mayes, Director of Public Services Phone: (910) 341-5880 Fax: (910) 431-0099 <a href="mailto:dave.mayes@wilmingtonnc.gov">dave.mayes@wilmingtonnc.gov</a>  102 North Third Street Wilmington, NC 28402

## LETTERS OF RECOMMENDATION



### *St. Bernard Parish Government*

8201 West Judge Perez Drive    Chalmette, Louisiana, 70043  
(504) 278-4227    Fax (504) 278-4330  
[www.sbp.gov](http://www.sbp.gov)

**Guy McInnis**  
*Parish President*

DRC Emergency Services, LLC  
111 Veterans Memorial Boulevard  
Suite 401  
Metairie, LA 70005  
March 24, 2023

Re: Letter of Recommendation

To Whom It May Concern,

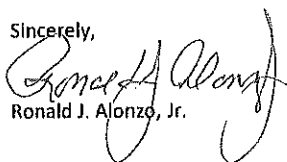
Please let this serve as a letter of recommendation for DRC Emergency Services, LLC. For the past eight years, St. Bernard Parish Government (SBPG) has worked hand in hand with the DRC team through various challenges - including hurricanes and tornadoes. We have continuously received excellent service throughout these events, as well as normal operations. DRC has proven to be a reliable partner with an inherent understanding of our mission "to protect and enhance the quality of life by providing a high level of service in an efficient and responsive manner for all citizens." Many of DRC's personnel grew up in St. Bernard Parish and still reside in our community. For them, our mission isn't just close to home - it is home.

Over the past four years, we have activated our contract with DRC four times in the wake of Hurricane Zeta, Hurricane Ida, and two tornadoes. Each time, DRC was highly responsive and mobilized equipment and personnel immediately following these disaster events. DRC's ability to efficiently and effectively problem solve under pressure is unparalleled. Additionally, DRC's management personnel were in constant contact, keeping SBPG officials informed and up to date on the project underway. No matter the day or time, when we called, DRC answered.

Not only did DRC Emergency Services deliver on all of their contractual agreements, they also honored verbal commitments that were made to assist SBPG in delivering the highest quality service to our residents.

I would strongly consider choosing DRC Emergency Services as your disaster response contractor. Their professionalism, integrity, accountability, work ethic, and responsiveness are second to none. We've experienced excellence from DRC for the services rendered to St. Bernard. If you have any questions, please feel free to reach out.

Sincerely,



Ronald J. Alonzo, Jr.



## ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT

MATTHEW JEWELL  
PARISH PRESIDENT

JENNIFER CRISP  
EXECUTIVE ASSISTANT

DRC Emergency Services, LLC  
111 Veterans Memorial Boulevard  
Suite 401  
Metairie, LA 70005

March 23, 2023

Dear Sir/Madam,

It is my pleasure to recommend DRC Emergency Services, LLC as a disaster response contractor. As the Parish President, I had the privilege of working with DRC on multiple occasions. When Hurricane Ida, a Category 4 storm, made landfall in Southeast Louisiana, DRC was already in the process of procuring and staging assets to aid in our recovery efforts.

DRC worked closely with Parish personnel to assess damage, establish collection grids, permit emergency debris management sites, and determine the scope of work based on disaster impact. They provided ROW debris removal, waterway debris removal, and logistics services simultaneously, which helped immensely during this difficult time. Moreover, DRC provided essential items such as pallets of water, toiletries, restroom/showers, fuel, and a 100-person emergency shelter which housed National Guard and St. Charles Parish employees. Through their logistic services, DRC gave hope to the community during a time of great need.

Over the past decade, St. Charles Parish has had the opportunity to work with DRC Emergency Services on multiple emergencies, including major hurricanes, a tornado, and a devastating flood from torrential rainfall. DRC has removed and disposed of over 1,443,000 cubic yards of debris in St. Charles Parish, demonstrating their commitment to serving the community. Through all of this, DRC has demonstrated their integrity and resilience in the face of disaster.

Based on my experience, I wholeheartedly endorse DRC Emergency Services, LLC as a disaster response contractor. Their dedication and expertise are unparalleled, and I am confident that they will provide exceptional service to any organization that requires their assistance.

Sincerely,

Matthew L. Jewell  
Parish President  
St. Charles Parish



GORDON E. DOVE  
PARISH PRESIDENT

OFFICE OF THE PARISH PRESIDENT  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
P.O. Box 6097  
HOUMA, LOUISIANA 70361-6097



(985) 873-6101  
FAX: (985) 873-6109  
E-MAIL: gdove@tpeg.org

March 27, 2023

DRC Emergency Services, LLC  
111 Veterans Memorial Boulevard  
Suite 401  
Metairie, LA 70005

To Whom It May Concern:

On behalf of Terrebonne Parish Consolidated Government, it is our pleasure to take this opportunity to commend DRC Emergency Services, LLC for their outstanding performance in response to Hurricane Ida.

On August 29, 2021, the destructive Category 4 Hurricane Ida made landfall in Southeast Louisiana devastating the community of Terrebonne Parish. Despite that many of DRC's personnel are Louisiana natives who were also affected by the storm, DRC sprang into action and began working immediately. DRC's team assessed the damage and made a plan that proved to be both safe and efficient. Having worked with DRC for over a decade, they utilized push routes, collection grids, and debris reduction/disposal sites that were previously established and successfully used in response to prior disaster events. To date, DRC has removed and disposed of over 3,500,000 cubic yards of debris in response to Hurricane Ida.

Having DRC on standby, we have come to expect the best. DRC's services are comprehensive. DRC has provided land-based debris removal, waterway debris removal, demolition, and logistic services to Terrebonne Parish. Additionally, DRC's attention to detail in the wake of tragedy is unmatched. Terrebonne Parish has called on DRC 6 times over the past 13 years and every time we are reminded why we choose them as our disaster response contractor.

We highly recommend DRC Emergency Services as a debris removal contractor. I am confident they provide the same level of excellence we have experienced to all the communities they serve.

Respectfully submitted,

Gordon E. Dove  
Parish President

Cc: Earl Eues, Office of Emergency Preparedness



**HORSHAM TOWNSHIP**

WWW.HORSHAM.ORG  
COUNCIL  
MARK McCOUCH, PRESIDENT  
W. WILLIAM WHITESIDE, III,  
VICE PRESIDENT  
THERESA HARMON  
GREGORY S. NESBITT, Esq  
SEAN WADE



**1025 HORSHAM ROAD**

**HORSHAM, PA 19044**  
215-843-3131 PHONE  
215-843-0448 FAX  
WILLIAM T. GILDEA-WALKER  
TOWNSHIP MANAGER  
DENNIS P. HAGGERTY JR  
DIRECTOR OF ADMINISTRATION

March 8, 2022

DRC  
110 Veterans Memorial Boulevard  
Suite 515  
Metairie, LA 70005

Dear Mr. Mehl,

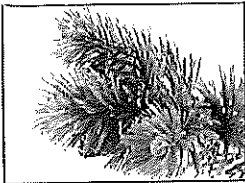
On behalf of Horsham Township and Township Council, I would like to take this opportunity to thank you and your staff for the great work that DRC performed in Horsham Township after Hurricane IDA's destructive path made its way through our community. In Horsham's history, never has a tornado touched down in our area, we were extremely appreciative of your prior experiences and the direction you provided to help organize such an enormous recovery.

Your dedication to our community was demonstrated when you listened to our recommendation to allow for local resources to be used. By establishing such procedures our efforts were more efficient and persistent during initial clean up. As quickly as the months have passed, we still see evidence of Hurricane IDA's devastation and hear from people still affected by its destruction, however we know that we are much better off having had your assistance during this life changing event. You executed a safe and effective debris removal program and responded to many different situations throughout the emergency.

I would like to give credit toward your preparedness, your personnel, and the equipment that delivered without incident. I hope that you know how much we appreciated what you did during such a chaotic time. Please accept our gratitude on behalf of myself, Horsham Township and Township Council. Again, thank you very much for the time, energy and resources that DRC contributed to our community.

Sincerely,

Dennis P. Haggerty Jr.  
Horsham Township  
Director of Administration



## **WINN PARISH POLICE JURY**

P.O. Drawer 951, WINNFIELD, LOUISIANA 71483-0951

Phone (318) 628-5824 Fax (318) 628-7336

E-Mail: [pj1admin@wppj.net](mailto:pj1admin@wppj.net)

[www.winnparishpolicejury.com](http://www.winnparishpolicejury.com)

**Joshua McAllister**  
President

**Karen Tyler**  
Secretary-Treasurer

**Kirk Miles**  
Vice-President

**District One**  
Phillip Evans

**District Two**  
Deionne Carpenter

**District Three**  
Joshua McAllister

**District Four**  
Tammy Griffin

**District Five**  
Kirk Miles

**District Six**  
Author Robinson

**District Seven**  
Frank McLaren

May 11, 2021

Re: Letter of Reference-DRC Emergency Services

To Whom It May Concern;

On behalf of the Winn Parish Police Jury, it is my pleasure to submit this letter of recommendation for DRC Emergency Services.

On August 27, 2020, Hurricane Laura stormed through our rural community leaving a path of destruction and debris unlike any other disaster we have encountered. After careful consideration of several debris removal companies, Winn Parish contracted with DRC for debris removal services. Little did we know, but 6 weeks later Hurricane Delta hit Winn Parish on the heels of Hurricane Laura. What seemed like insurmountable odds, DRC came in and got us moving in the right direction with their knowledge and expertise during these times of disasters.

DRC was quick to respond and react and began work immediately. DRC's team worked with our administrative and road staff to begin identifying the known extent of damage inflicted by this disaster, learning our streets and roads so they could mobilize their significant fleet of trucks to begin staging for debris removal operations. DRC provided a Program Manager to oversee all operations along with other staff members to assist us in all aspects of the cleanup process.

The same level of responsiveness, coordination and resourcing on the part of DRC was present throughout the entirety of our debris removal and recovery effort. DRC assisted Winn Parish in keeping the citizens and other agencies informed of the debris process. DRC helped the Parish in applying for all necessary permits at debris sites. DRC was present throughout the entire debris removal and recovery effort, resulting in all submittals and invoicing being completed and submitted in a timely manner with has allowed the Parish to quickly process and submit records to FEMA for reimbursement.

The Winn Parish Police Jury contracted with DRC in the amount of \$2,222,126 for debris removal services. These services consisted of the removal of vegetative debris, leaning trees, hazardous hanging limbs and stumps from over 700 miles of roads. DRC followed all guidelines and specifications in the contract and completed all work in a timely manner. If any problems or

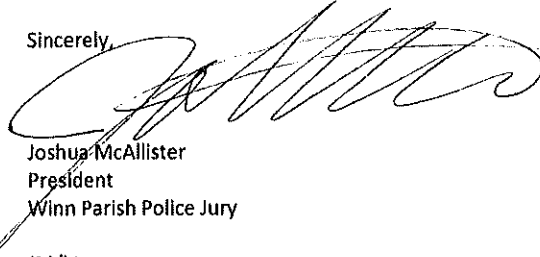
HOME OF THE LOUISIANA FOREST FESTIVAL



concerns arose, DRC was only a phone call away and would immediately solve the issue. Winn Parish had a great working relationship with DRC during this contract and would contract with them again in the future without hesitation.

If you have any questions or need additional information, please do not hesitate to contact me or my office.

Sincerely,



Joshua McAllister  
President  
Winn Parish Police Jury

JM/kt

## EXPERIENCE WITH FEMA REIMBURSEMENT

DRC has an unparalleled record for providing jurisdictions the maximum reimbursement rate granted by FEMA. Our record serves as a testament to DRC's ability to perform within the strict guidelines established by our Federal Government, as well as our ability to attract and maintain well trained and principled personnel.

### *Adherence to Policy Changes*

DRC Emergency Services strives to continuously stay ahead of any changes in FEMA policy and guidance that may affect our Clients. DRC immediately implemented internal measures to ensure that our clients and prospective clients were prepared to be fully compliant with this guidance. DRC carefully reviewed scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may have been deemed non-compliant relative to the new guidance. Additionally, **DRC Emergency Services, LLC is a founding member of DRCA** (the industry's trade organization). Through this membership, DRC helps shape policy and legislation for jurisdictions recovery process. Our additional memberships in other professional organizations (NEMA, APWA and SWANA), provides us with recent industry knowledge necessary to support our client base.

Tony Furr, DRC's Director of Technical Assistance and Training, works closely with our clients to educate and to ensure compliance with Federal Policy and Procedures. **Mr. Furr was the Region VI Debris Subject Matter Expert from 2013 – 2021 for FEMA** and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer **for over 100 federally declared disasters and emergencies**. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

### *Major Disaster Recovery Projects*

DRC has extensive experience working with FEMA on major disaster recovery projects. Through decades of experience, DRC has developed an inherent understanding of how to direct emergency response and recovery.

Date	Event	State	Declaration Number
<b>2022</b>	Hurricane Ian	FL	DR-4673
	Tennessee Severe Winter Storm	TN	DR-4645
	Marshall Fire and Straight Line Winds	CO	DR-4634
<b>2021</b>	Kentucky Severe Storms, Straight-line Winds, Flooding, and Tornadoes	KY	DR-4630
	Hurricane Ida	LA	DR-4611
	Texas Severe Winter Storms	TX	DR-4586

<b>2021</b>	Louisiana Severe Winter Storms	LA	DR-4590	
	Storms, Straight-line Winds, and Tornadoes	AL	DR-4596	
	Georgia Severe Storms and Tornadoes	GA	DR-4600	
	Louisiana Severe Storms, Tornadoes, and Flooding	LA	DR-4606	
	Hurricane Zeta	LA, MS, GA, AL	EM-3549, EM-3550	
<b>2020</b>	Hurricane Delta	LA	DR-4570	
	Hurricane Sally	AL, FL	DR-4563, DR-4564	
	Washington BABB Fire	WA	FM-5355	
	Hurricane Laura	LA	DR-4559	
	Iowa Severe Storms (Derecho)	IA	DR-4557	
	Hurricane Isaias	FL, NC	EM-3533, DR-4568	
	Hurricane Hanna	TX	EM-3530	
	Tropical Depression Imelda	TX	DR-4466	
	<b>2019</b>	Hurricane Dorian	NC	DR-4465
		Hurricane Barry	LA	DR-4462
Hurricane Michael		FL, GA	DR-4399, DR-4400	
<b>2018</b>	Hurricane Florence	NC	DR-4393	
	Severe Thunderstorms and Dangerously High Winds	AL	DR-4362	
	Hurricane Maria	PR	DR-4339	
<b>2017</b>	Hurricane Irma	FL, GA	DR-4337, DR-4338	
	Hurricane Harvey	TX	DR-4332	
<b>2016</b>	Hurricane Matthew	NC, GA, FL	DR-4285, DR-4284, DR-4283	
	Hurricane Hermine	FL	DR-4393	
	LA Severe Storms & Flooding	LA	DR-4277	

	Winter Storm Jonas	MD, VA	DR-4261, DR-4262
<b>2015</b>	TX Severe Storms & Flooding	TX	DR-4269
<b>2014</b>	Ice Storm Pax	SC, NC	DR-4166, DR-4167
<b>2012</b>	Hurricane Sandy	NY, MD, NJ, MO	DR-4085, DR-4091, DR-4086, DR-4098
	Hurricane Isaac	LA	DR-4080
<b>2011</b>	Hurricane Irene	VA, MD, NC, RI	DR-4024, DR-4034, DR-4019, DR-4027
<b>2010</b>	TN Severe Flooding	TN	DR-1909
<b>2009</b>	Ice Storms	MD, VA	DR-1875, DR-1874
	Hurricane Ike	TX	DR-1791
<b>2008</b>	Hurricane Gustav	LA	DR-1786
	Mother's Day Tornadoes	GA	DR-1750
	F5 Tornado	IA	DR-1763
<b>2007</b>	Ice Storms	MO	DR-1736
<b>2006</b>	Ice Storms	NY	EM-3268
<b>2005</b>	Hurricane Katrina	LA, MS	DR-1603, DR-1604
	Hurricane Rita	TX, LA	DR-1606, DR-1607

## TECHNICAL APPROACH

The primary mission of DRC Emergency Services, LLC is to provide a professional, honest and immediate response to natural and man-made disasters.

One of the primary missions of any City is to protect lives, minimize the loss or degradation of resources, and continue to sustain and restore operational capability following an event. DRC uses a basic three phase approach to help the City of New Berlin achieve these goals. DRC's approach to **prepare, respond, and recover** are fundamental to successful disaster management.

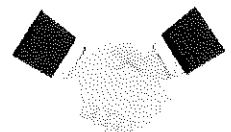
### *Prepare*

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#### Contract Award

Upon award, DRC's Regional Manager, Kristy Fuentes, will schedule a meeting with the City of New Berlin. The initial meeting is critical, allowing both the City and the Regional Manager to make introductions, as well as to prepare for any pending disasters. DRC's primary goal in this meeting would be to develop a step by step plan to expedite arrangements for training and response phases of the contract. These provisions include but are not limited to:

- ④ Presenting key team members, including the Project Manager, and their responsibilities
- ④ Scheduling table top scenario exercises to include planning and routing
- ④ Facilitating the designation and readiness of DMS and final disposal sites
- ④ Introducing Monitoring Firm Representative (if applicable)



#### Joint Planning and Training

DRC provides the City of New Berlin with planning and training throughout the length of the City's contract at no extra cost. Benefits of these sessions include:

- ④ Providing an opportunity to build relationships between both parties
- ④ Delivering invaluable operational and administrative information to all stakeholders
- ④ Discussing forecasting and reviewing the debris management plan

#### IDENTIFYING EQUIPMENT STAGING AREAS

While discussing potential plots to stage equipment, the following should be considered:

- ④ Staging away from residential areas
- ④ Easy access from main right-of-ways
- ④ Sufficient acreage to manage a large number of vehicles
- ④ Fencing around the facility is preferable

#### DMS SITE SELECTION

Criteria at a minimum will include:

- ④ Public versus private land considerations
- ④ Environmental agency approvals
- ④ Dust and fire mitigation
- ④ Ingress and egress considerations
- ④ Security features
- ④ Storm water controls considerations
- ④ Elevation
- ④ Sound buffers and fencing

#### IDENTIFYING PERMANENT DISPOSAL FACILITIES, TRANSFER AND RECYCLING FACILITIES

DRC has agreements in place with most major disposal and recycling facilities in the area. DRC's management will be responsible for working with the jurisdiction to identify these facilities and to secure favorable terms and conditions with each facility. Additionally, DRC's staff includes Steve Crawford, an expert in recycling, resource recovery, and disposal. With 25 years of experience, Crawford brings expertise and exceptional knowledge to every project.

#### ESTABLISHING EMERGENCY PUSH ROUTES & COLLECTION GRIDS

Collection grids and emergency push routes should include:

- ④ Hospitals
- ④ Police departments
- ④ Emergency shelters
- ④ Nursing homes
- ④ Major traffic routes

### *Respond*

---

#### Alert Phase

If a potential disaster can be predicted, DRC will activate the following alert phases:

- ④ 72 hours before impending impact, Kristy Fuentes will contact the City of New Berlin to discuss activation and response
- ④ At the discretion of the City, DRC will mobilize personnel within 24 hours prior to disaster impact to arrive at the Emergency Operations Center
- ④ Identification and readiness assessment of subcontractor network for Emergency Push and Load and Haul Operations
- ④ Pre-staging of equipment and personnel as needed to respond to the immediate aftermath of the event "push activities"
- ④ Emergency Push Collection routes have been determined

## Disaster Impact

#### Response Timeline

The type, intensity, and duration of each event dictates the response time. Upon receipt of Notice to Proceed or Task Order, DRC will commence mobilization of equipment, operators, and laborers.

DRC proposes the following time frames in which services can be provided without unwarranted delay or interference:

WITHIN 24 HOURS POST EVENT

- ④ Project Manager and support are in place and interacting with the City of New Berlin's Point of Contact
- ④ Staging and measurement (certification) of equipment is underway
- ④ Permitting and mobilization of DMS sites has begun
- ④ Emergency Push activities are well underway with coordination with utility providers
- ④ Initial Damage Assessment complete
- ④ Public Service Announcements are initiated
- ④ Logistical Support requirements have been assessed
- ④ Initial Safety Meeting is held
- ④ Time and location of daily production meetings is established

WITHIN 48 HOURS POST EVENT

- ④ Initial understanding of crew type and quantity has been established with the City's Point of Contact
- ④ Roughly 50 percent of required equipment and manpower are in place
- ④ At least one DMS is operational and load and haul activities can begin
- ④ Discussions have begun with final disposal and recycling/composting providers (if applicable)
- ④ Collection Zones have been mapped and discussed with the City's Point of Contact
- ④ Truck certifying continues
- ④ Daily Safety Meetings continue

WITHIN 96 HOURS POST EVENT

- ④ Full Mobilization is complete
- ④ Emergency Push complete (if applicable)
- ④ All contractual requirements (bonds, safety plans, dust control, community outreach, etc.) are submitted
- ④ Productivity assessments made based upon existing travel times and DMS requirements adjusted
- ④ Equipment and personnel needs are reassessed
- ④ Additional local and equal opportunity vendor outreach has begun and those applicants vetted
- ④ Daily productivity meeting continues between DRC, the City point of contact and the Monitoring Firm assigned to the project
- ④ Daily Safety Meetings continue

### Initial Damage Assessment

Initial damage assessments are usually completed within 36 hours of an incident by local, state, federal, and contractors and provide an indication of the loss and recovery needs. *Due to page limitations, more detail can be provided upon request.*

### Emergency PUSH Operations

Debris is "pushed" or cleared from the Public Roadway generally in an order of priority established by the City of New Berlin. *Due to page limitations, more detail can be provided upon request.*

## Loading and Hauling Operations

### CERTIFICATION OF EQUIPMENT

This task can begin as soon as practical but generally 12-24 hours after a Notice to Proceed is issued. In general, trucks are staged at a location where the City's third-party monitoring firm can measure load capacity and assign unique identification to each piece of loading and hauling equipment.

### DEBRIS REMOVAL FROM PUBLIC RIGHTS OF WAY

Within 24-48 hours of a Notice to Proceed (or a reasonable amount of time agreed upon by the City) DRC will commence debris removal operations with multiple Debris Removal Crews. *Due to page limitations, more detail can be provided upon request.*

### MULTIPLE SCHEDULED PASSES

In order to allow citizens to return to their properties and bring debris to the right-of-way as recovery progresses, DRC ES adheres to FEMA's guideline of three scheduled collections or passes. In rare cases, particularly following major flooding, additional collections may be warranted.

### FIELD OPERATIONS

All eligible debris will be removed from public easements, property, and rights-of-way to designated Debris Management Site and/or directly to a final disposal site. Eligible debris is generated directly by the event or as a result of the event and is in the public Right of Way; for private property debris to be eligible, Private Property Debris Removal has to be authorized:

### VEGETATIVE DEBRIS

Vegetative debris is defined as: tree branches, leaves, logs, timber, and stumps. *Due to page limitations, more detail can be provided upon request.*

### CONSTRUCTION AND DEMOLITION (C & D) DEBRIS

Construction and Demolition (C&D) typically consist of: building materials, drywall, lumber, carpet, furniture, mattresses, and plumbing. *Due to page limitations, more detail can be provided upon request.*

### WHITE GOODS

White goods is defined as: refrigerators, washers, dryers, freezers, air conditioners, stoves, water heaters, and dishwashers. *Due to page limitations, more detail can be provided upon request.*

### HOUSEHOLD HAZARDOUS WASTE

HHW typically consist of oils, batteries, pesticides, paint, cleaning supplies and compressed gas. *Due to page limitations, more detail can be provided upon request.*

### ELECTRONIC WASTE COLLECTION (E-WASTE)

E-Waste debris includes: televisions, computers, radios, DVD players, telephones, and almost anything with an electric cord. *Due to page limitations, more detail can be provided upon request.*

### TIRES

Tires often appear on the public ROW for collection following flood events or tidal surge. *Due to page limitations, more detail can be provided upon request.*

**Additional debris related collections, operations and projects that may occur during the response or recovery phase include but is not limited to the following:**

### PRIVATE PROPERTY DEBRIS REMOVAL

FEMA may extend public assistance to private property debris removal when it poses a threat to the public. Under the request and direction of the City of New Berlin or its representative, the contractor will initiate and manage a Right of Entry (ROE) program to remove debris on private property and/or demolish private structures that are a public safety hazard. The property owner must grant access prior to any work, unless there is an immediate threat to the lives, health, and safety to the City's citizens.

### HAZARDOUS TREE AND LIMB REMOVAL

A tree is considered "hazardous" if its condition was caused by the disaster and public health and safety are at risk. If possible, leaner and hanger removal will be performed in advance of load and haul activity and collected simultaneously with ROW debris. Eligibility is usually determined by the City of New Berlin's independent monitoring firm. *Due to page limitations, more detail can be provided upon request.*

### REMOVAL OF HAZARDOUS STUMPS

Stump removal usually takes place late in the debris removal process and is generally determined eligible by the City's monitor. *Due to page limitations, more detail can be provided upon request.*

### SAND, SOIL RECOVERY, BEACH RESTORATION

Many jurisdictions are faced with damaged coastal areas and habitats that may require immediate recovery restoration. DRC has performed these sensitive and precise projects for thirty years. Permitting requirements will vary by jurisdiction. Typically multiple agencies are involved in beach projects. Recovery from public or private property will require Right of Entry (ROE) authority. *Due to page limitations, more detail can be provided upon request.*

### EXPERTISE IN THE REMOVAL OF DEAD ANIMALS AND PUTRESCENT DISPOSAL

Improper disposal of animal carcasses can contaminate drinking water sources or spread disease. It is DRC's policy to handle and dispose of animal remains with care and in accordance with all state and local regulations. *Due to page limitations, more detail can be provided upon request.*

### DEMOLITION

DRC Emergency Services, LLC employs many experienced supervisors, project managers, operators, and other technicians, many of whom have many years of experience in the demolition field. Demolition projects will be staffed with a Superintendent to oversee daily operations and a Project Manager responsible for subcontractor relations, schedule maintenance, and coordination with the City of New Berlin. *Due to page limitations, more detail can be provided upon request.*

EMERGENCY CLEANING OF STORM WATER CATCH BASINS

As directed by the City, DRC will provide all labor, equipment, transportation, traffic control, signage and other incidentals required to provide emergency cleaning of storm water catch basins. Service will include the disposal of the water at Public Works facility or the Wastewater Treatment Plant. Debris collected from storm water appurtenances shall be place at the curb for pick up by the ROW debris management program.

**Debris Management Site Operations**

PERMITTING AND SITE MOBILIZATION

Within 24 hours of a notice to proceed, mobilization to pre-established DMS locations will begin:

- ☉ Phase One—environmental audit is performed
- ☉ The number of DMS sites to be used is determined by estimated volumes, travel times, traffic patterns and material to be processed
- ☉ Ideally, site placement and number should facilitate a minimum of five loads per truck per day
- ☉ Land Use Agreements are immediately executed with any private land owners
- ☉ For those sites not already permitted, an immediate permitting request will be submitted by DRC’s Vice President of Administration and Compliance (Kristy Fuentes)
- ☉ DMS Site Plan is established and submitted

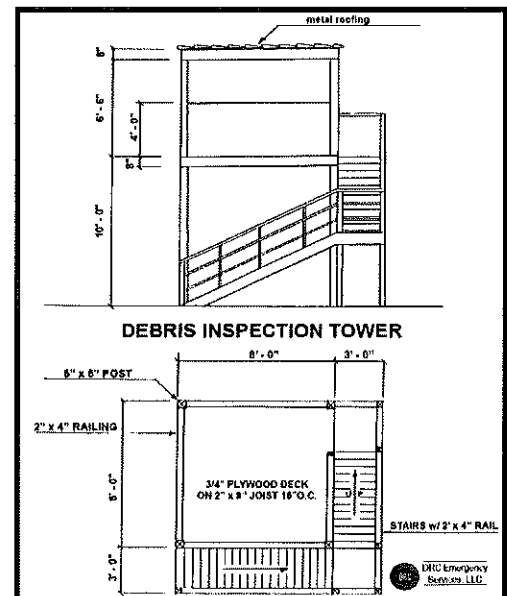
**Environmental Considerations**

- Where practical, a phase one environmental assessment should be performed prior to use as a DMS
- Soil samples are taken prior to use
- Pictures and video of the site prior to use is considered a best management practice
- DRC may use drone photography before and after use as a best management practice
- An independent engineer is often used to satisfy additional requirements of State regulators such as the need for SWPPP, perimeter silt fencing, air monitoring etc.

SITE ACCESS

For the success of site access, separate points of ingress and egress should be established if possible and avoidance of truck traffic through residential areas is ultimately important.

- ☉ **Traffic Controls** - Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular traffic control. Additional traffic control personnel can be stationed throughout the site, as needed, to enforce proper traffic flow.
- ☉ **Inspection Towers** - Inspection towers shall be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. Ideally two inspections towers should be utilized at each DMS if volume warrants. One tower at point of ingress for use by the monitoring firm’s employee, one tower at the point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site. One tower may be utilized if



ingress and egress point is the same. Additionally, the use of all terrain man lifts are sometimes substituted for the tower shown.

- **Maintenance and Grading** - Maintenance and grading of the debris management site will occur throughout the operating day. Access roads will be constantly maintained, and dust control managed by use of a water truck. Access roads will be swept as often as necessary.

#### DEBRIS STORAGE AREA

Debris may be segregated into five main areas as determined by the type of event.

**Vegetative debris**—Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction of vegetative debris and processing of C&D.

**Construction and Demolition (C&D) Debris**—Stored separately within an area that will facilitate separation, compaction or grinding.

**Recyclables/Salvage**—Recyclable/salvageable materials will be stock piled in accordance with the site plan.

**White goods**—White goods will be stock piled in a contained area in accordance with the site plan if not transported directly to the recycler.

**Household Hazardous Waste (HHW)**—HHW will be segregated and stored in an approved containment area that may be lined and bermed.

#### DEBRIS REDUCTION METHODS

**Grinding and/or Chipping Operations**—Primarily used for reducing vegetative debris to achieve a 4 to 1 reduction or better. Resulting product is beneficial for use as fuel or reused as compost. The method is less often used as a reduction method for Construction and Demolition material due to its impact on equipment.

- Reduction by grinding provides opportunity for recycling, re-use and consumption as a fuel source

**Burning**—Environmental impact and safety are primary considerations. Most often allowed in rural settings, it's the most efficient reduction method for vegetative debris as a 95% reduction can be achieved. Air curtain incineration and trench burning can serve to mitigate the release of smoke etc.

- Reduction by burning provides for the most cost-effective processing, if burning is an option

**Compaction**—The most acceptable reduction method for construction and demolition debris when combined with recycling; a 2 to 1 reduction ratio is most often achieved.

#### FINAL DEBRIS DISPOSAL

Selection of final disposal location(s) for processed debris is normally determined during the planning phase. Per Subtitle D, lined sites are generally selected. However, in some cases, permitted construction and demolition sites are used when regulations allow.

### RECYCLING STRATEGIES

**Vegetative Debris**—Available to serve as a viable fuel source for manufacturing, etc. and used frequently as mulch for agricultural purposes. The resulting product is donated to citizens for use in flower beds and gardens and can be used as alternative daily cover in landfills when allowed. Additional uses are to use as roadbed for temporary roads and can be thinly spread across acreage to produce dirt.

**Aggregates**—Concrete, brick, and similar materials can be crushed and used as fill material, road base, etc.

**Construction and Demolition Debris**—Wood, metals, plastics and sometimes gypsum can be pulled from the waste stream and recycled if sufficient quantities exist and recycling facilities are available and accessible.

**White Goods**— Easy to recycle due to abundant processors.

**Electronic Waste (E-Waste)**—While these components are quite abundant, particularly following a flood or tidal surge, recyclers of these items have become more difficult to find. Some of the components found in televisions, computer monitors, copy machines etc. contain heavy metals making disposal a poor option, resulting in markets being the best option. Shipping to foreign markets is sometimes the best option.

### DEBRIS MANAGEMENT SITE CLOSEOUT

Restoration is conducted during the close out phase of each DMS. The scope of restoration is determined by post use site conditions, terms of the land lease, or the City directive and mutual understanding when public property is used. Restoration can consist of final removal of all debris and other managed components as well as all structures and temporary features. Additionally, grading and leveling, removal of temporary roads and fencing, and grassing or seeding of the site to documented pre-use condition may be necessary. *Due to page limitations, more detail can be provided upon request.*

### FINAL INSPECTION, RELEASED AND ACCEPTANCE OF THE CITY OF NEW BERLIN AND/OR LANDOWNER

In most cases, final closure approval is needed by both the State Environmental Agency and the property owner.

### Safety

DRC maintains an unwavering commitment to the health and safety of our employees, subcontractors, customers, and the communities that we service.

Our goal is to ensure that all projects operate under the safest possible conditions and as such, DRC maintains a robust in-house safety program. Headed by a dedicated team of Project Managers and Regional Managers, DRC's programs and practices include:

- ☉ Morning project safety toolbox meetings
- ☉ Weekly "better ideas for improvement" meetings
- ☉ Weekly formal safety meetings
- ☉ Constant safety training certifications
- ☉ Safety recognition through our "challenge coin" award program

DRC follows all OSHA regulations and other federal and state agency guidelines when conducting an operation. DRC's Corporate Safety Plan includes Safety Plans and Policies, an Accident Prevention Plan and a Substance Abuse Policy. It is the policy of this organization to provide and maintain work environments and procedures which will:

1. Safeguard public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities;
2. Avoid interruptions of Government operations and delays in project completion dates; and
3. Control costs in the performance of this contract.

Operational safety, health, and accident prevention measures will be in effect and reinforced daily by all active personnel. These measures and procedures will be reiterated weekly during planning meetings, or as needed.

Immediate action will be taken to correct any safety deficiency while maintaining the utmost respect for all members of our workforce. All actions will be documented and the safety of citizens will be considered vital.

### Prompt Damage Complaint

- DRC maintains a damage hotline (888-721-4DRC) for all projects. A complaint manager is assigned to the project and is responsible for tracking all damage and repair.
- DRC will investigate all damages and complaints within 24 hours and will propose a resolution to the damaged party within 48 hours.

### Accounting and Document Management

DRC's invoicing procedure is as follows:

- Load tickets are received, logged, and then scanned into DRC's database system. Tickets are then entered and audited for accuracy.
- Invoice is worked up along with the ticket data backup.
- The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the City (if there isn't a Monitoring Firm).
- Once the invoice and ticket data has been 100% reconciled, the Monitoring Firm, or the reconciliation contact with the jurisdiction, then recommends the invoice to FEMA for payment.
- Frequency: The invoicing is usually done on a weekly basis


DRC maintains a fully-staffed, fully operational Data Center at its headquarters all year. The Data Center is staffed by experienced and professional personnel with extensive knowledge of recording, reporting, contract, and reimbursement requirements. The Data Center is equipped with state-of-the-art information technology and is prepared to meet and exceed the reporting requirements of each client. All servers and networked computers are backed up both on and off-site every day. The emergency nature of DRC's work requires that the Company remain on-line and in contact across its network at all time.

### *Recover*

Many of the elements of work shown above can be categorized as a recovery functions, although some, if not all, could be performed simultaneously with the debris mission. Of those listed above, marine debris removal, marine salvage, and beach restoration have been previously addressed under the Response phase of operations.

Effective recovery requires a comprehensive effort of all phases that enable logical and efficient execution. The subsequent functions outlined below are all steps in a model that must be executed intelligently and with real-world experience. DRC Emergency Services, LLC, SLS and Callan Marine comprise a core of companies under single ownership

that excel at providing a turn-key approach to total disaster management. We stand alone in the industry as the only provider of these services.

 **SLS** DRC's sister Company, SLS, is a prominent post disaster Temporary Housing provider. From turnkey temporary trailer facilities to massive man camps designed to house and feed thousands, SLS has designed and performed most all post disaster applications.

SLS pioneered the current FEMA S.T.E.P. program during the aftermath of Hurricane Sandy in New York. The Program in New York was called "Rapid Repair" and a similar program in Baton Rouge was called "Shelter at Home". These programs are designed to perform essential elements of restoring damaged single- family residences and return homeowners back into their homes quickly. As an additional positive result, the cost of the typical S.T.E.P. program is approximately 20% the cost of placing a displaced Family into a trailer or similar structure. Rapidly returning displaced families to their homes provides a sense of community and normalcy to the affected citizens.

DRC's sister Company, Callan Marine is a highly-specialized construction firm capable of providing, design, engineering, management and construction services such as:



- Marine debris management and removal
- Offshore and inland dredging
- Shoreline protection
- Beach re-nourishment
- Port/Dock facility construction
- Wetlands construction
- Marine protection mitigation and improvements

**Callan Marine has dredged thousands of miles of waterway in the Gulf Coast region to keep our customers productive.**

## EMPLOYMENT OF LOCAL & MINORITY CONTRACTORS

DRC maintains one of the industry's largest network of pre-screened and fully qualified subcontractors, including local and preferred vendors. DRC's subcontractors are evaluated extensively, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost.

The use of local resources is vitally important to a successful disaster recovery operation. DRC proudly promotes community involvement by working closely with local suppliers and vendors when the situation allows. DRC utilizes local vendors to the maximum extent possible to minimize load times, transportation costs, and schedule risk.

Because of its importance, we have developed a vast network of subcontractors that are uniquely qualified and meet all operational requirements envisioned under this RFP. DRC has access to more than 2,000 firms through our prequalified supplier database, including over 1,200 Small Business Firms. This database facilitates our ability to identify firms qualified for specific scopes of work and allows DRC to efficiently sort the firms by type of service and size of business.

Throughout its history, DRC has maintained strong relationships with local vendors and subcontractors. We pride ourselves on facilitating local involvement during recovery efforts and encourage local knowledge and experience. DRC has assembled a cadre of thousands of subcontractors which includes SBE, MBE, WBE, HUB Zone, 8(a), and VOSB (including Service-Disabled VOSB) contractors. DRC has established procedures nationally recognized in the area of community outreach as discussed below.

### *Local S/M/WBE Resource Program*

DRC understands that primarily mobilizing staff and equipment from local subcontractors reduces mobilization times and reduces cost. While DRC maintains a current, active subcontractor list, Regional Managers reach out to local subcontractors and small, minority and women-owned business enterprises (S/M/WBE) by utilizing:

- Governmental databases
- Local, regional, and national SBE compliance departments
- Client and vendor references
- Direct mail community outreach
  - Information can be found by contacting: 888-721-4DRC or going on [drcusa.com](http://drcusa.com)

Upon receipt of Notice of Award, DRC will make contact with local governments and SBE Resource offices to schedule an informational and technical assistance workshop for potential vendors and businesses. The workshops provides:

- "Hands on" technical assistance to a variety of companies
- Matches S/M/WBE contractors with other companies in order to strengthen their competitive position


DRC is committed to ensuring that local companies are made aware of all potential contracting and partnership opportunities.

From our extensive experience with subcontractors, DRC knows the importance of establishing strict guidelines for performance and safety standards. All subcontractors will be screened for qualifications and safety compliance prior to being offered a contract with DRC. Additionally, at the discretion of the contracting agency, all subcontractors will be approved prior to beginning work. Our sample Subcontractor Agreement details the scope of work and responsibilities

of each subcontractor. The Subcontractor Agreement also commits the subcontractor to all governmental regulations and requirements. All subcontractor equipment will be inspected and properly maintained and all personnel certifications and safety courses will be on file and renewed or updated as needed.

In addition to stringent qualifications standards, DRC requires the following summarized items from subcontractors:

- ☉ Compliance with all DRC safety plans.
- ☉ Ability to meet liability and automobile insurance requirements (these may vary from contract to contract).
- ☉ Compliance with governmental employment regulations, unemployment compensation and workman's compensation laws.
- ☉ Completion of a subcontracting agreement specifying the scope of work, terms and conditions, pricing, liability requirements and any hold harmless agreements.



**DRC**  
EMERGENCY SERVICES  
*Striking Back.*

DRC Emergency Services, LLC  
111 Veterans Memorial Boulevard, Suite 401  
Metairie, Louisiana 70005  
Phone: (888) 721-4372 Fax: (504) 482-2852

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

DBE/WBE: \_\_\_\_\_


Licensing/Certifications: \_\_\_\_\_

Equipment: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**DRC**  
EMERGENCY SERVICES  
*Striking Back.*

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Phone: (888) 721-4372 Fax: (504) 482-2852  
www.drcusa.com

In the event of a disaster in the Jurisdiction and DRC Emergency Services is tasked with the Debris Removal and Disposal, the following equipment and licensing will be required:

**EQUIPMENT:**

- a) Hauling Equipment with bed capacity of greater than 30 CY and up to 100 CY is preferred. Self-loading equipment is also preferred, however, pieces of hauling equipment can be coupled with front end loaders with grapples and bobcats with grapples that are capable of loading hauling equipment. All equipment must meet DOT standards for on road travel. All loading equipment must operate with rubber tires.
- b) Seventy Hour Emergency Push (short term use) – the above equipment applies, however, rubber tire front end loaders, motor graders, telehandlers, backhoes, bobcats with buckets can be used during the first 70 hours.
- c) Operation of the DMS sites (Debris Management Sites) – Bulldozers, water discharge trucks, grapple trucks, backhoes can be used for this operation.

**INSURANCE REQUIREMENTS:**

- a) General Liability - \$1,000,000.00 / \$1,000,000.00 Aggregate
- b) Workers Compensation - \$1,000,000.00/\$1,000,000.00/\$1,000,000.00

**DBE CERTIFICATION**

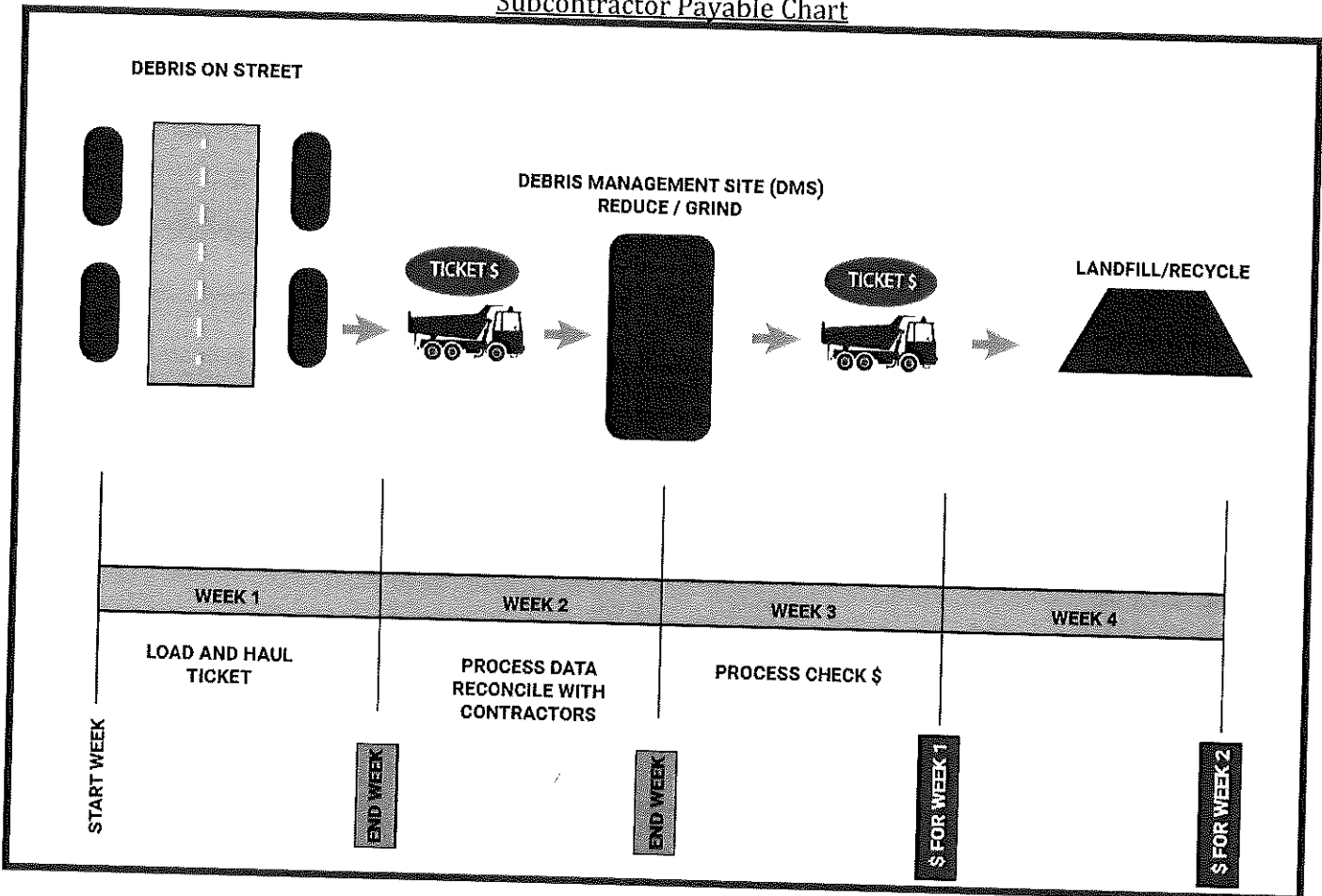
DBE Certificate not required; however, if you are DBE registers with the Jurisdiction, please send a copy of the certification by fax or mail to:

111 Veterans Memorial Boulevard, Suite 401  
Metairie, LA 70005  
FAX: (504) 482-2852

### Prompt Payment of S/M/WBEs

In addition to occasionally assisting S/M/WBEs with operating startup costs, DRC has a 20 plus year history of paying subcontractors on a weekly basis. This expedited payment policy is critical to small businesses as they may experience cash flow issues that can impact operations.

Subcontractor Payable Chart



*"Our Mayor's Office, Councilmembers, my office, and other coordinating agencies took great comfort in the "on the ground" presence and access they had to DRC's team throughout this effort, and their commitment to the job until we fully addressed all the recovery needs of our residents was greatly appreciated."*

- Adam M. Smith, P.E., Chief of Wastewater Operations & Maintenance, City of Baton Rouge/Parish of East Baton Rouge's Department of Environmental Services

## AFFIRMATIVE ACTION/ EQUAL OPPORTUNITY POLICY

DRC is an equal employment opportunity employer. Employment decisions are based on merit and business need, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. DRC complies with the law regarding reasonable accommodation for handicapped and disabled employees. DRC's President has issued the following policy:

DRC recognizes the value of hiring a diverse group. Due to the nature of our work and the fact that we provide services worldwide, we find it necessary and advantageous to employ a number of persons from various countries who are of different races, religions and ethnic groups. In addition, we believe work force diversity may provide a significant market advantage.

It is the policy of DRC to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). DRC will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. DRC will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on DRC.

Equal employment opportunity notices are posted as required by law. Management is primarily responsible for seeing that DRC's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employee, including managers, involved in discriminatory practices will be subject to termination.



Surety

Bowen, Michlette & Britt Insurance  
Agency LLC  
Toby Michlette  
Surety Bond Producer, Senior VP  
1111 North Loop West, Suite 400  
Houston, TX 77046  
(713) 880-7109  
[Tmiclette@bmbinc.com](mailto:Tmiclette@bmbinc.com)

Please see the bid bond attached.

**TRAVELERS** 

Drew Kratzer  
Associate Account Executive  
Travelers Bond  
4650 Westway Park Blvd  
Houston, TX 77041  
(281) 605-8405  
DKratzer@Travelers.com

May 31, 2023

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

Re: DRC Emergency Services, LLC  
Project: Emergency Debris Removal Services  
Estimated Contract Amount: \$2,000,000.00

To Whom It May Concern:

Travelers Casualty and Surety Company of America (Travelers) has issued surety bonds for DRC Emergency Services, LLC (DRC). In this capacity we have become very familiar with their management, financial and performance capabilities. Through Travelers, we have established a bonding program with a single project limit of \$500,000,000 as long as these projects fit within an aggregate program of \$1 Billion. Travelers is currently listed on the U.S. Department of the Treasury's Listing of Certified Companies and is currently rated A++ (Superior) with a Financial Size Category of XV by A. M. Best. Travelers is authorized to do business in Wisconsin.

Based on the bonding requirements, Travelers is agreeable to issue the 100% performance and payment bonds on behalf of DRC, upon a valid Task Work Order, as required by contract, subject to Traveler's acceptable review of contract terms, contract amount, bond forms, and financing and other pertinent underwriting information at the time of the request. Please understand that any arrangement for any bonds is a matter between DRC and Travelers. We assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

Our experience with DRC has been excellent, and we highly recommend them to you.

Sincerely,



Andrew P. Kratzer, Associate Account Executive

**BID BOND**      **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
Hartford, Connecticut 06183

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KNOWN ALL BY THESE PRESENTS, That we, DRC Emergency Services, LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of New Berlin, as Obligee, in the sum of Five Percent of the Greatest Amount Bid Dollars (\$ 5% G.A.B. ) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Emergency Debris Removal Services ("Project").

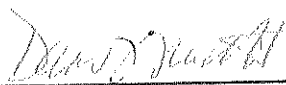
NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 31st day of May, 2023.

DRC Emergency Services, LLC  
(Principal)

By: \_\_\_\_\_

Travelers Casualty and Surety Company of America

By:  \_\_\_\_\_  
David T. Miclette, Attorney-in-Fact



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DAVID T MICLETTE** of **HOUSTON, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of April, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.  
My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **31st** day of **May**, 2023



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

## FIVE YEAR LITIGATION AND REGULATORY LIST

(Updated and Revised: May 15, 2023)

The following is a list of any litigation involving DRC Emergency Services, LLC ("DRC") pending, settled, dismissed or abandoned during the five-year period commencing May 15, 2018 and ending May 15, 2023.

### ACTIVE PENDING CASES:

Nelson v. RPF Emer. Servs., et al, No. 20-900353, Cir. Ct. Baldwin County, AL. Terminated sub-subcontractor sued DRC and its President seeking damages for termination from the project. Claim unquantified. No liability for DRC or its President; no contract privity.

Fuchich v. Great Divide Ins. Co., et al, No. 136124, 16th JDC, Iberia Parish, LA. Automobile accident personal injury claim. Unquantified Claims being handled through insurers.

Fuxench, et al v. Puerto Rico Dept. of Recreation & Sports, No. 20-3148, Puerto Rico Bayomon High Court. Claim against the Puerto Rico Dept. of Recreation & Sports to enjoin it from performing post-hurricane tree and limb removal in a park.

Lambert v. DRC Emergency Services, LLC, et al, 24th Judicial District Court for Jefferson

Parish Louisiana, Civil Action No. 702311. BP Oil Spill personal injury claim. DRC is being indemnified by BP.

Fitzgerald v. DRC Emergency Services, LLC, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 13-650. BP Oil Spill personal injury claim. DRC is being indemnified by BP.

Brown v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-2333. BP Oil Spill personal injury claim. DRC entitled to indemnity from BP.

Payton v. Progressive Ins., et al, No. C-92655, 10th JDC, Natchitoches Parish, LA. Automobile accident involving lower-tier subcontractor. Insured claim

White v. Florida Dept. of Env'l Protection, et al, #20-1558, 2nd Cir. Leon County. Personal injury action arising from debris management site operations. Insured claim.

Goldman v. DRC Emer. Servs, LLC, et al, #22-900011, Washington County, AL Cir. Ct., Personal injury claim arising from automobile accident. Plaintiff rear-ended debris truck.

DRC, Inc. v. DRC Emer. Srvs., LLC, #22-901120, Mobile County, AL Cir. Ct. Tradename dispute. Matter pending.

Dansby v. First Call Storm Removal, LLC, #22-900074, Marengo Co., AL Circuit Court. Personal injury arising from an automobile accident during debris removal operations.

### ABANDONED CASES:

Gulf State Construction v. DRC Emergency Services, LLC, Civil Action No. 2012-10783, Orleans Parish Civil District Court. Pro se lawsuit by a subcontractor seeking \$180,000 payment for site work and demolition work on the Orleans Parish Sheriff's Office construction project. DRCES disputes plaintiff's claims on several procedural and substantive grounds: (1) Gulf States had no Louisiana contractor's license and, therefore, the subcontract is unenforceable as a

matter of law; (2) Gulf States performed only minimal site work for which it was paid; (3) Gulf States was paid for mobilization but only mobilized three pieces of equipment to the job site and, therefore, could not execute the site work. No action has been taken in this matter for over four years.

Down South Services, LLC v. DRC Emergency Services, LLC, Case No. 59-035, 25th Judicial District Court for Plaquemines Parish, Louisiana. Claim by equipment supplier in connection with the BP oil spill project. DRCE5 disputed plaintiff's claim and tendered 68% of plaintiff's demand pending further backup detail from plaintiff. No backup detail was provided. The lawsuit is open but plaintiff has abandoned the claim under Louisiana law having taken no step in the litigation since 2011.

American Amphibious Equipment and Rental, Inc. v. Brookhaven Maintenance South Contract Corp., et al, Case No. 55-252, 25th Judicial District Court for Plaquemines Parish, Louisiana. Collection claim by an equipment supplier to a lower-tier subcontractor on the Hurricane Katrina project. On April 13, 2009, one of the lower-tier subcontractors filed for Chapter 11 bankruptcy relief (USDC 5D Miss. Case No. 09-50745) and the instant lawsuit was stayed. The Chapter 11 reorganization proceeding was converted to a Chapter 7 liquidation on July 23, 2009. The plaintiff in the instant case did not seek to lift the bankruptcy stay and did not otherwise take any steps in the instant litigation since 2009. The instant matter, therefore, has been abandoned under Louisiana law.

Baudier v. DRC Emergency Services, LLC, et al., 24th Judicial District Court for Jefferson Parish Louisiana, Civil Action No. 703-286. BP Oil spill personal injury claim. Abandoned.

Turlich v. DRC Emergency Services, LLC, et al., 25th Judicial District Court for Plaquemines Parish Louisiana, Civil Action No. 59-076. BP Oil spill personal injury claim. Abandoned.

Frelch v. DRC Emergency Services, LLC, et al., 25th Judicial District Court for Plaquemines Parish Louisiana, Civil Action No. 59-616. BP Oil spill personal injury claim. Abandoned.

DISMISSED, SETTLED OR CLOSED CASES:

Contreras v. Terrence, et al, No. 18-3519, 134th Dist. Court, Dallas County, TX. Claim by a fourth tier subcontractor for payment. The lawsuit states damages are between \$50,000 and \$200,000. DRC dismissed from lawsuit on summary judgment on August 12, 2022.

Lewis v. Ft. Lauderdale, #19-2090, 17th JC Broward Co. Personal injury. Resident tripped on defect in sidewalk. DRC proved defect existed prior to work performed by DRC in the area. Plaintiff agreed to voluntarily dismiss DRC.

Hershewe v. DRC Emer. Services, LLC, Case NO. 17-181, Jasper County, MO. Suit for an accounting and claim for payment by an attorney arising out of the Joplin, MO tornado project. Suit dismissed for lack of prosecution.

B&S Equipment v. DRC Emergency Services, LLC, et al, Case No. 708 443, 24th Judicial District Court for Jefferson Parish, Louisiana. Claim by lower tier sub-subcontractor for unpaid work. Hurricane Katrina project. Case settled on July 3, 2014.

Ultra Lane, Ltd. v. DRC, et al, No. 17-430, USDC MDIA Suit by Ultra Lane against lower-tier sub-subcontractor for payment. Plaintiff voluntarily dismissed DRC from litigation.

Infinity Trucking v. Cahaba Disaster Recovery, et al, USDC EDIA, Case 18-1700. \$94,000 claim by lower tier subcontractor on a demolition project. Claim is disputed by DRC based on no contract privity. Settled and dismissed December 10, 2018.

IceX Systems Management, LLC v. DRC Emer. Servs., No. C-201885406, 15th JDC, Lafayette Parish, LA. Claim by equipment lessor for rental. DRC contended that equipment was removed from project by plaintiff. Investigation

confirmed that the equipment was removed by plaintiff and that DRC overpaid plaintiff. Plaintiff voluntarily dismissed the lawsuit July 22, 2020.

*Yester Avila, et al. vs. SISCO, Ltd., et al., No.18-cv-00426*, USDC SDTX. Class action wage underpayment claim on a project in which DRC had no involvement. Plaintiffs voluntarily dismissed DRC from the lawsuit on July 1, 2019.

*Dermansky v. DRC Emer. Servs., No. 20-1803*, USDC SDTX. Copyright claim. Photograph use. Settled and dismissed November 19, 2020.

*Luke Boudreaux v. The DRC Group, et al*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-03179. BP Oil Spill injury claim. Dismissed June 19, 2020.

*Matherne Business Associates v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-449. BP Oil Spill injury claim. Dismissed June 18, 2020.

*Rodrigue Business Associates v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-445. BP Oil Spill injury claim. Dismissed June 18, 2020.

*Pearson and Black v. DRC Emergency Services, LLC*, 24th Judicial District Court for Jefferson Parish Louisiana, removed to USDC EDLA, Civil Action No. 11-778. BP Oil Spill injury claim. Dismissed June 19, 2020.

*Chad Rogers v. DRC Emergency Services, LLC, et al.*, 19th Judicial District Court for East Baton Rouge Parish Louisiana, Civil Action No. 601084 removed to USDC MDLA Civil Action No. 11-331, transferred to USDC EDLA Civil Action No. 11-1295. BP Oil Spill injury claim. Dismissed September 6, 2018.

*Foussell, et al, v. DRC Emergency Services, LLC, et al*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-1195. BP Oil Spill injury claim. Dismissed September 6, 2018.

*Truong v. Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-2766. BP Oil Spill injury claim. Dismissed September 6, 2018.

*Duong, et al v. Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-814. BP Oil Spill injury claim. Dismissed September 6, 2018.

*Duong, et al v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 13-605. BP Oil Spill injury claim. Dismissed July 13, 2019.

*Dinwiddie v. DRC Emergency Services, LLC*, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-426. BP Oil Spill injury claim. Dismissed September 6, 2019.

*Elmer Rogers v. DRC Emergency Services, LLC*, Orleans Parish Civil District Court, Civil Action No. 14-8304, Div. "J" removed to USDC EDLA Civil Action No. 14-2285. BP Oil Spill injury claim. Dismissed June 19, 2020.

*In re Tilton Asset Leasing GmbH*, U.S. Dist. Court for Eastern District of Louisiana, Case No. 10-2771. Statutory limitation of liability proceeding invoked by a vessel owner which was consolidated with MDL 2179. BP Oil Spill injury claim. Dismissed June 11, 2020.

Alexander v. DRC Emergency Services, LLC, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-951. DRCE5 is named as a defendant but was never served with legal process. Lawsuit was consolidated in MDL 2179. BP Oil Spill injury claim. Dismissed September 6, 2018.

Strike Zone Charters v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-5960. BP Oil Spill injury claim. Dismissed July 11, 2019.

Reefkeeper, LLC v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-5955. BP Oil Spill injury claim. Dismissed March 4, 2020.

Terry v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-4137. BP Oil Spill injury claim. Dismissed March 4, 2020.

Tim v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3950. BP Oil Spill injury claim. Dismissed July 10, 2018.

Duong v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3953. BP Oil Spill injury claim. Dismissed January 3, 2019.

Ly v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3957. BP Oil Spill injury claim. Dismissed February 5, 2020.

Ly v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-4027. BP Oil Spill injury claim. Dismissed July 18, 2017.

Nguyen v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3952. BP Oil Spill injury claim. Dismissed February 5, 2019.

Nguyen v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3955. BP Oil Spill injury claim. Dismissed February 5, 2019.

*DeWitt County, et al v. DRC Logistics, Inc. (in rem only), #20-11-9945, DeWitt County, TX.* County sent property tax bill to incorrect address for 2 years. Taxpayer address was corrected in County system; tax bill was paid; case was dismissed.

Golladay v. DRC Emer. Servs., et al, #20-23-CA, 14th JC Calhoun County, FL. Personal injury claim. Claim being handled through insurers. Plaintiff voluntarily dismissed DRC June 23, 2021.

Oiano v. Desagusti, No. 18-16273, 11th Cir. Miami-Dade County, FL. Payment demand for by lower tier subcontractor on Hurricane Irma project in Miami-Dade County. Dismissed.

Hills v. Tap Out, et al, No. 18-627, 16th JDC Monroe County, Florida. Claim by a pro se plaintiff for alleged failure of tenants to pay rent following home repairs under a public assisted house repair program not involving DRC. The lawsuit is frivolous and was filed by a plaintiff with a history of such pro se filings. Case dismissed March 6, 2019.

Commans v. State Farm, et al, No. 653413, 19th JDC, E. Baton Rouge Parish, LA. Automobile collision case involving truck driver of a lower tier subcontractor. DRC was dismissed on summary judgment.

Kessler Smith v. BKS Construction, LLC, et al, Case No. 2023-9256, Orleans Parish CDC Louisiana. Automobile accident case. Insured claim. Dismissed on summary judgment.

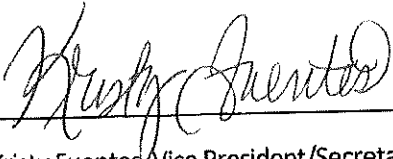
*DRC has not had a contract related to debris removal canceled or terminated within the past ten (10) years.*

Please see the following required documents attached:

- ④ Proof of State Registration
  - DRC has applied for State Registration. Please see application attached.
- ④ Attachment A – New Berlin Debris Management Contract Bid Form

## REQUIRED CERTIFICATION

I, Kristy Fuentes, Vice President, Secretary, Treasurer of DRC Emergency Services, LLC, certify that any and all subcontractors, material suppliers and vendors utilized herein in the performance of the contract are currently not suspended, debarred, voluntary excluded, or determined to be ineligible by any federal or state agency.

x   
\_\_\_\_\_  
Kristy Fuentes, Vice President/Secretary/Treasurer  
DRC Emergency Services, LLC



FORM **521**  
Mandatory

**FOREIGN REGISTRATION STATEMENT  
LIMITED LIABILITY COMPANY**

Sec. 183.0903, Wis. Stats.

1. Name of Foreign Limited Liability Company:  
DRC Emergency Services, LLC

2. If the name is not distinguishable from a name that another entity has already reserved or registered with the Department, enter a fictitious name adopted pursuant to s. 183.0906(1), Wis. Stats.:

3. Organized under the laws of (provide the state (other than Wisconsin) or the foreign country of the foreign limited liability company's governing law):  
Alabama

4. Name of the foreign limited liability company's registered agent in Wisconsin:  
Cogency Global Inc.

5. Email address of the registered agent  
statrep@kogencyglobal.com

6. Street address of the registered office in Wisconsin  
901 South Whitney Way

City Madison	State WI	Zip/Postal code 53711
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7. Street address of the principal office (may be located outside Wisconsin)  
6702 Broadway Street

City Galveston	State/Province TX	Country USA	Zip/Postal code 77554
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Office Use Only

8. Mailing address of the principal office (if different than street address)			
111 Veterans Memorial Blvd., Suite 401			
City	State/Province	Country	Zip/Postal code
Metairie	LA	USA	70005

9. If the foreign limited liability company's governing law requires it to maintain an office within the jurisdiction of its governing law, provide the street and mailing addresses of that office in the blanks provided for items 9a and 9b below. If the foreign limited liability company's governing law does not so require, leave items 9a and 9b blank.

9a. Street address			
City	State/Province	Country	Zip/Postal code

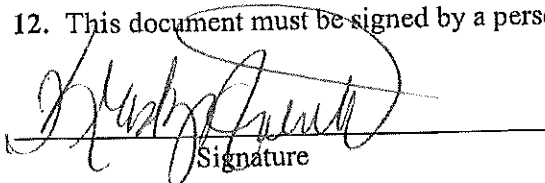
9b. Mailing address (if different than street address)			
City	State/Province	Country	Zip/Postal code

10. The above-named entity is a foreign limited liability company.

11. Prior to submitting this registration statement, did the foreign limited liability company transact business in Wisconsin without having registered?

No     Yes    If "Yes", complete Supplement on page 4 to determine applicable fee.

12. This document must be signed by a person authorized by the company:

 _____ Signature Kristy Fuentes _____ Printed Name	_____ 5/24/23 Date Vice President, Secretary & Treasurer _____ Title
--	---

## Contact Information:

Lisa Walsh		
Name		
111 Veterans Memorial Blvd., Suite 401		
Mailing Address		
Metalrie	LA	70005
City	State	Zip Code
LWalsh@drcusa.com		888-721-4372
Email Address		Phone Number

**INSTRUCTIONS** (Refer to section 183.0903, Wis. Stats., for document content)

Please use BLACK ink. Submit one original to State of WI-Dept. of Financial Institutions, Box 93348, Milwaukee WI, 53293-0348, together with a check for the filing fee of the amount calculated in the Supplement or \$100.00 (if not required to complete the Supplement), payable to the Department of Financial Institutions. (If sent by express or priority U.S. mail, please mail to State of WI-Dept. of Financial Institutions, Division of Corporate and Consumer Services, 4822 Madison Yards Way, 4th Fl., North Tower, Madison WI, 53705.) If requesting optional expedited service, please check the expedited service box in the upper-right corner of the first page and include an additional \$25.00. Filing fees are non-refundable. This document can be made available in alternate formats upon request to qualifying individuals with disabilities. Upon filing, the information in this document becomes public and might be used for purposes other than those for which it was originally furnished. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577 (hearing-impaired may call 711 for TTY) or by email at [DFICorporations@dfi.wisconsin.gov](mailto:DFICorporations@dfi.wisconsin.gov).

**Item 1.** Enter the name of the foreign limited liability company that is registering with the Department.

**Item 2.** The name under which the foreign limited liability company is registered in this state must be distinguishable on the records of the Department from other entities that are registered with the Department and from any name that has been reserved or registered with the Department. You can preliminarily check the availability of an entity name using the Department's corporate records database, which is publicly available through the Department's website.

If the name of the foreign limited liability company is not distinguishable on the records of the department as provided in s. 183.0112(2), Wis. Stats., enter a fictitious name under which the entity will do business in this state. The name must contain the phrase "Limited Liability Company" or "Limited Company" or the abbreviation "LLC," "LC," or a variation of these abbreviations that differs only with respect to capitalization of letters or punctuation. In addition, the word "limited" may be abbreviated as "Ltd." and the word "company" may be abbreviated as "Co."

**Item 3.** Enter the name of the jurisdiction (either a state other than Wisconsin or a foreign country) under whose laws the foreign limited liability company is organized.

**Items 4 & 5.** Enter the name of the limited liability company's registered agent in this state and the email address of that agent. Annual report forms, notices and other official communications are directed to the entity's registered agent, so it is important to keep this information current.

**Item 6.** The entity must have a registered agent located at a registered office in Wisconsin. The registered office address must be identical to the registered agent's business office and must be an actual physical location with a street address, and not solely a P.O. Box, mailbox service, or telephone answering service. Provide the street number and name, city and ZIP code in Wisconsin.

**Items 7 & 8.** Enter the street address and, if different, the mailing address of the entity's principal office. The entity's principal office may be located outside Wisconsin.

**Item 9.** If the foreign limited liability company's governing law requires it to maintain an office within the jurisdiction of its governing law, provide the street and mailing addresses of that office in the blanks provided for items 9a and 9b. If the foreign limited liability company's governing law does not so require, leave items 9a and 9b blank.

**Item 10.** This is a statement confirming that the company is a foreign limited liability company. If the company is different type of entity, do not file this form and instead visit the Department's website to locate the proper form for your organization's entity type.

**Item 11.** Indicate whether the foreign limited liability company has done business in Wisconsin prior to filing this foreign registration statement. If the answer is "yes," complete the Supplement below. Note that not all commercial activities within the state constitute "doing business in this state" for purposes of this question. For a list of activities that do not constitute doing business in this state for purposes of this question, review s. 183.0905, Wis. Stats.

**Item 12.** The document must be executed by one or more persons authorized by the company.

<b>SUPPLEMENT</b>	
a. Enter a whole number equal to the number of calendar years (not including the current year) in which the company did business in Wisconsin without having registered with the Department, counting any partial calendar years as full years:	<u>0</u>
b. Multiply that number by \$97.50 (\$65 annual report fee plus a 50 percent penalty as provided in s. 183.0902(6), Wis. Stats.)	<u>\$ 97.50</u>
c. Standard Registration Fee:	<u>+ \$ 100.00</u>
<b>Total filing fee:</b>	<u>\$ 197.50</u>

ATTACHMENT A  
GENERAL TERMS AND CONDITIONS FOR  
THE CITY OF NEW BERLIN DEBRIS  
MANAGEMENT CONTRACT

**GENERAL TERMS and CONDITIONS  
FOR THE NEW BERLIN DEBRIS MANAGEMENT CONTRACT**

1. Introduction. This document (hereinafter referred to as "Terms and Conditions") is hereby incorporated and part of the contract between the City of New Berlin (hereinafter referred to as "City") and the vendor identified below (hereinafter referred to as "Vendor"). These Terms and Conditions, along with the Bid Instructions, Bid Forms, Specification, City of New Berlin Insurance Requirements, Certificates of Insurance and Policy Endorsements, shall constitute the entire contract for materials, work and other goods and services, collectively referred to as the "Contract" between the City and the Vendor. The work that is being performed herein shall collectively be referred to as the "Project". It is expressly agreed that no statement, arrangement, warranty or understanding, oral or written, expressed or implied, will be recognized unless it is stated in or otherwise permitted by these Terms and Conditions, and the aforementioned invoices and specifications. These Terms and Conditions are solely for the benefit of the City and the Vendor, and are not intended for the benefit of any other party.

2. Goods and/or Equipment. The goods and materials being furnished under this contract shall be as identified in Bid Instructions, Bid Forms and Specifications that are incorporated herewith.

The City shall not be deemed to have accepted the Goods until they have been provided the opportunity to inspect them and to acknowledge, in writing, that they are in accordance with the specifications/invoice and without damage or defect.

3. Contract Time. Time is of the essence with respect to all time limits, milestones (if any), as well as deadlines for substantial completion and completion of the work provided for in the specifications.

After execution of the contract, the work will be substantially completed at a mutually agreed upon date of \_\_\_\_\_, and completed and ready for final acceptance and payment in accordance with this Agreement on or before \_\_\_\_\_, subject to conditions beyond the control of the Contractor, such as labor or material shortages, weather conditions, strikes, civil unrest or wars. The Owner shall make the final decision as to the adequacy of the justification for the delay. Contractor and Owner recognize that time is of the essence and that the Owner will suffer financial and other losses if the work is not completed and the milestones are not achieved within the time limits specified above. The parties also recognize that delays, expense and difficulties involved in proving, in a legal or arbitration proceedings, of the actual loss suffered by the Owner if not completed on time.

4. Contract Price. The City shall pay the Vendor for the completion of the work in accordance with the Contract in the amounts that follow, subject to any applicable adjustments under the Contract:
  - a. For all unit price work in an amount equal to the sum of the established unit prices for each separately identified item of unit price work times the actual quantity of that time.
  - b. The estimated total of all unit price work for the base bid is \$\_\_\_\_\_. These prices are based on estimated quantities.
  - c. These quantities shall be adjusted based upon the actual work performed.
  - d. For all work at the price as stated in the Contract Bid attached hereto as Exhibit A.

5. Payment Procedures. Contractors shall submit applications for payments in accordance with the terms of this Agreement on a monthly basis. Owner shall have thirty (30) days after receipt of such request to review the request for correctness and to obtain approval for such payment by its Common Council. The Owner may withhold payment for any portion of the work which is not completed in accordance with the specifications, and shall pay for the work related to any undisputed charges. Upon the successful completion of the work and the acceptance of that work as provided for hereunder, the Owner shall pay the remainder of the contract price.

Upon substantial completion of the work, the owner shall pay an amount sufficient to increase the total payments to the Contractor to one hundred (100%) percent of the work completed, but less such amount set off by Owner as provided for herein, less two hundred (200%) percent of the estimated value of the work to be completed or corrected in accordance with a punch list to be completed prior to final payment. Upon the successful completion of the work and the acceptance of that work as provided for hereunder, the Owner shall pay the remainder of the contract price.

6. Vendor's Representations. In order to induce the City to enter into this Contract, the Vendor makes the following representations:
  - a. The Vendor has examined and carefully studied the Contract documents and any data and referenced items included in the Contract documents.
  - b. The Vendor has visited the site, conducted a thorough visual examination of the site and adjacent areas, and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress and performance of the work.
  - c. The Vendor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress and performance of the work.
  - d. The Vendor has carefully studied all reports and expirations and tests related to the conditions in which the work will be performed, as well as reports and drawings related to the work and technical data in such reports and drawings.

- e. The Vendor has considered the information known to the Vendor itself, including information commonly known to vendors doing business in the Milwaukee metropolitan area, as well as information and observations obtained from visits to the site; the Contract documents; site related reports and drawings in the Contract documents with respect to the impact of such information; observations and documents on the cost, progress and performance of the work; the means, methods, techniques, sequences and procedures of construction; and the Vendor's safety, precautions and programs.

Based on the information and observation referred to in the preceding paragraph, Vendor agrees that no further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the work of the Contract price within the Contract times in accordance with the other terms and conditions of the Contract.

The Vendor has given the City written notice of all conflicts, errors, ambiguities or discrepancies which the Vendor has discovered in the Contract documents and the Vendor certifies that the written resolution there by the City is acceptable to the Vendor.

The Contract documents are sufficient to indicate and convey understanding of all terms and conditions for performance in the furnishing of the work.

The Vendor is entering into this Contract constitutes an incontrovertible representation by the Vendor that, without exception, all prices in the Contract are premised upon performing and furnishing the work requirement by the Contract documents.

7. Assignment of Contract. Unless expressly agreed to by the City, no assignment may be made of the rights and responsibilities of the Vendor under this agreement.

8. Successors and Assigns. The City and Vendor each binds themselves, their successors, agents, legal representatives and assigns with respect to all covenants, agreements and obligations contained in the Contract documents.

9. Severability. 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 the City and Vendor, which do hereby agree that the Contract documents shall be performed or replaced as to such stricken revision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10. Taxes, Social Security and Government Reporting. Personal income tax payments, social security contributions, insurance, payroll taxes and all other governmental reporting and contributions required as a consequence of the Contract or receiving payment for this Contract shall be the sole responsibility of the Vendor.

11. Advertising. The Vendor shall not identify the City as a client or customer of the Vendor or utilize the name of the City or its logo in any advertisements or other documents placed in the public domain without the express written consent of the City.

12. Modification. In the event that the parties determine that a modification to the Terms and Conditions of the providing of these goods are necessary, such change shall not be effective unless executed by authorized representatives of both parties.

13. Delivery. The goods provided hereunder shall be delivered to the City within the number of working days set forth in the contract or otherwise as soon as reasonably practicable unless delay occurs due to work stoppage, adverse weather conditions, labor disputes or modifications to the Terms and Conditions of the contract. In the event that the goods are not delivered within a reasonable period of time, the City shall have the right to cancel this contract without fee or penalty.

14. Insurance. Vendor shall maintain workers compensation, automobile liability and commercial general liability insurance coverage with carriers licensed to do business in the State of Wisconsin, and with such limits as the City may establish and require from time to time:

- a. General Aggregate: \$2,000,000.00
- b. Personal Advertising Injury: \$1,000,000.00
- c. Each occurrence: \$1,000,000.00
- d. Fire damage: \$50,000.00
- e. Medical Expense, any one person: \$5,000.00
- f. Automobile liability: CSL \$1,000,000.00
- g. Excess liability umbrella form: \$1,000,000.00 per occurrence
- h. Excess liability umbrella form: \$2,000,000.00 in the aggregate with a self-insured retention limit of not greater than \$10,000.00
- i. Professional Liability, General Aggregate: \$2,000,000.00
- j. Professional Liability, Each Occurrence: \$1,000,000.00

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

15. Dispute. These Terms and Conditions shall be deemed to have been made and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms and Conditions or the project as a whole shall be venued in the Waukesha County Circuit

Courts, Waukesha County, Wisconsin, unless the parties mutually agree to arbitration and/or mediation in place of civil litigation.

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

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

18. Warranty. Vendor warrants and guarantees to City that all goods and/or equipment to be supplied hereunder will be of good quality and free from faults and defects. This warranty shall cover materials for the manufacturer stated warranty period and workmanship for two (2) year from the date of substantial completion or as provided in the specifications/invoice attached hereto, whichever is greater.

19. Conflicts. If there is any inconsistency between these Terms and Conditions and the specifications/invoice or any attachments thereto, these Terms and Conditions shall apply.

20. Hold Harmless. The Vendor shall indemnify and hold harmless the City and its agents, employees, elected officials, representatives and assigns (hereinafter referred to as the "Indemnified Parties") as and against any and all claims, demands, actions, causes of action, losses, costs, expense, including, but not limited to actual attorney fees, arising out of or resulting from the performance of the work. Said indemnity shall include both the Vendor, as well as any subcontractors working under them, regardless of whether or not such claims, demands, losses or expenses are caused in whole, or in part, by the parties that are being indemnified. Such obligation shall not be considered to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or persons described in this paragraph. To the extent that the Vendor retains subcontractors for the performance of the work, or any portion thereof, the Vendor and/or subcontractors shall provide evidence of the insurance coverages set forth above, as well as the terms of this indemnification provision shall be applicable to such Vendor and/or subcontractors.

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

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

- a. *Termination for Convenience.* City may terminate this contract in whole or in part for the convenience of the City when the City determines that the continuation of the project is not in the best interests of the City. Vendor shall be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall the Vendor be entitled to any penalty for the termination nor shall the Vendor be entitled to any payment for lost profits.
- b. *Termination for Cause.* If the City determines that the Vendor has failed to comply with any of the terms and conditions of the contract and the scope of services and related documents thereto, the City may give written notice to the Vendor of any such deficiency and in the event that the Vendor fails to cure said deficiency within ten (10) days of the notice of such failure, the City may, with no further notice, declare this contract to be terminated. Vendor will therefore be entitled to receive payment for those services performed at the date of termination, plus the amount of reasonable damages suffered by the City by reason of the Vendor's failure to comply with the terms of the contract. Under no circumstances shall the Vendor be entitled to any lost profits arising from the contract.

23. Ongoing Services. This is also a contract for ongoing preventative maintenance services, as provided for in the Project Specifications. The parties agree that these Terms and Conditions shall be applicable to these ongoing Services.

24. Relationship of the Parties. The Vendor agrees to perform the services as provided for hereunder as an independent contractor, not as an employee of the City. The Vendor shall furnish all services, labors, materials and equipment necessary to conduct and complete the work. The work shall be performed in accordance with the specifications subject to the satisfaction of the City.

25. Delay. The Contractor shall not be liable for delays or failure to perform the services necessary to complete the work which are caused directly or indirectly by circumstances beyond the Contractor's control, including but limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, material shortage, governmental action, including regulatory requirements, change conditions, delays resulting from actions of the Owner or third parties not under control of the Contractor, 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 that the Contractor reports the delay, both verbally and in

writing, to the Owner within a reasonable time of its discovery. The Owner shall determine whether or not the cause of delaying or not completing a duty or obligation under this Agreement is under the control of the Contractor.

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

The Contractor acknowledges that it must perform the work and services hereunder, pursuant to the terms and conditions of this Agreement and that such work shall conform to the recognized standards in the Milwaukee Metropolitan Area for the performance of this work as are prevalent in this field of endeavor and like services. Also, its work shall be performed in a good and workmanlike manner.

26. Regulations. The Vendor agrees to comply with all the requirements of applicable federal, state and local laws, as well as Codes and Specification requirements related to the performance of the work under this Contract.

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

28. Governing Law; Entire Agreement. This Contract shall be governed and construed in accordance with the laws of the State of Wisconsin. These Contract documents represent the


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

29. Relationship of the Parties. The contractor agrees to perform the services as provided for hereunder as an independent contractor, not as an employee of the owner. The contractor shall furnish all services and labors and materials and equipment necessary to conduct and complete the work. The work shall be performed in accordance with the specifications subject to the satisfaction of the owner.

**CITY:**  
City of New Berlin

**VENDOR:**  
DRC Emergency Services, LLC  
[Insert Vendor Name]

By: \_\_\_\_\_  
\_\_\_\_\_  
[Print Name & Title]

By:   
Kristy Fuentes Vice President/Secretary/Treasurer  
[Print Name & Title]

## Part IV – Price Form

### UNIT RATE PRICE FORM

**1 EMERGENCY ROAD CLEARANCE** \$450.00 \$/HR

Work consists of all labor, equipment, fuel, traffic control and associated costs necessary for the clearing of eligible debris from ROW and critical Authorized User-Owned infrastructure. Limited to first 70 hours after disaster unless extended by Authority.

**2 ROW VEGETATIVE DEBRIS REMOVAL** \$/TON

Work consists of all labor, equipment, fuel, traffic control and associated costs for the collection and transportation of eligible vegetative debris on the ROW and Authorized User-owned property to an approved DMS or other designated disposal facility.

*1 ton = 4 CY*

<b>A</b>	<u>0-15 MILES</u>	<u>\$87.68</u>
<b>B</b>	<u>15.1-30 MILES</u>	<u>\$91.86</u>
<b>C</b>	<u>30.1 MILES AND OVER</u>	<u>\$103.86</u>

**3 ROW C&D DEBRIS REMOVAL** \$/TON

Work consists of all labor, equipment, fuel, traffic control and associated costs for the collection and transportation of eligible C&D debris on the ROW and Authorized User-owned property to an approved DMS or other designated disposal facility.

*1 ton = 2 CY*

<b>A</b>	<u>0-15 MILES</u>	<u>\$69.86</u>
<b>B</b>	<u>15.1-30 MILES</u>	<u>\$73.86</u>
<b>C</b>	<u>30.1 MILES AND OVER</u>	<u>\$91.86</u>

**4 PRIVATE PROPERTY VEGETATIVE DEBRIS REMOVAL** \$/TON

Work consists of all labor, equipment, fuel, traffic control and associated costs for the collection and transportation of eligible vegetative debris on private property to an approved DMS or other designated disposal facility. **Only activated if authorized by FEMA.**

<b>A</b>	<u>0-15 MILES</u>	<u>\$103.68</u>
<b>B</b>	<u>15.1-30 MILES</u>	<u>\$107.86</u>

	<u>C      30.1 MILES AND OVER</u>	<u>\$119.86</u>
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**5      PRIVATE PROPERTY C&D DEBRIS REMOVAL      \$/TON**

Work consists of all labor, equipment, fuel, traffic control and associated costs for the collection and transportation of eligible C&D debris on private property to an approved DMS or other designated disposal facility. **Only activated if authorized by FEMA.**

	<u>A      0-15 MILES</u>	<u>\$119.68</u>
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	<u>B      15.1-30 MILES</u>	<u>\$123.68</u>
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	<u>C      30.1 MILES AND OVER</u>	<u>\$135.68</u>
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**11      REMOVAL OF ELIGIBLE WHITE GOODS      \$/TON**

Work consists of all labor, equipment, fuel, traffic control and associated costs for the collection and transportation of eligible white goods to an approved DMS.

	<u>A      0-15 MILES</u>	<u>\$950.00</u>
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	<u>B      15.1-30 MILES</u>	<u>\$1,050.00</u>
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	<u>C      30.1 MILES AND OVER</u>	<u>\$1,250.00</u>
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**12      REMOVAL OF ELIGIBLE ELECTRONICS      \$/TON**

Work consists of all labor, equipment, fuel, traffic control and associated costs for the collection and transportation of eligible used electronics to an approved DMS.

	<u>A      0-15 MILES</u>	<u>\$950.00</u>
--	--------------------------	-----------------

	<u>B      15.1-30 MILES</u>	<u>\$1,050.00</u>
--	-----------------------------	-------------------

	<u>C      30.1 MILES AND OVER</u>	<u>\$1,250.00</u>
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**13      REMOVAL OF SILT AND MUD      \$/TON**

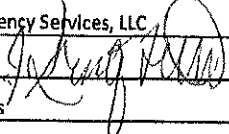
Work consists of all labor, equipment, fuel, traffic control and associated costs for the collection and transportation of eligible silt and mud on ROW and Authorized User-owned property to an approved DMS.

	<u>A      0-15 MILES</u>	<u>\$69.86</u>
--	--------------------------	----------------

	<u>B      15.1-30 MILES</u>	<u>\$73.86</u>
--	-----------------------------	----------------

	<u>C      30.1 MILES AND OVER</u>	<u>\$93.86</u>
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Acknowledgement: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the proposal and pricing submitted is made in conformance with all requirements of the solicitation.

<u>COMPANY NAME:</u> DRC Emergency Services, LLC	<u>FEIN:</u> 63-1283729
<u>AUTHORIZED SIGNATURE:</u> 	<u>DATE:</u> 6/25/23
<u>PRINTED NAME:</u> Kristy Fuentes	<u>TITLE:</u> Vice President/Secretary/Treasurer



111 Veterans Memorial Blvd., Suite 1420, Metairie, LA 70005  
TTY: 888-721-4DRC • Phone: 504-482-2848 • Fax: 504-482-2852  
www.drcusa.com

May 4, 2026

Lucas Pichler, Director of Public Works  
*City of New Berlin*  
16550 W National Avenue  
New Berlin, WI 53151  
Phone: (262) 780-4609  
Email: lpichler@newberlin.org

Re: Contract Extension between DRC Emergency Services and the City of New Berlin  
for Emergency Debris Removal

Dear Lucas Pichler:

The City of New Berlin contract expires on August 1, 2026. DRC Emergency Services, LLC would like to take this opportunity to offer the City an extension to the contract between DRC Emergency Services, LLC and the City of New Berlin dated August 1, 2023, for a period of one (1) year. The pricing, terms and conditions in the original contract will remain in effect for the duration of this contract expiring August 1, 2027.

If this offer of renewal is acceptable to you, please execute below and fax or email it to my attention to (504) 482-2852 or (lwalsh@drcusa.com). Also, if you have any questions, please feel free to contact me. I look forward to continuing our relationship with you and the City of New Berlin.

Sincerely,

*Lisa Walsh*

Lisa Walsh  
Contracts Manager  
Cell: (504) 715-9052

Agreed and Accepted By:  
City of New Berlin

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Committee of the Whole MEETING MINUTES



July 25, 2023 - 6:00 PM  
Council Chambers  
3805 S. Casper Drive

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

## MINUTES

### 1. CALL MEETING TO ORDER

Mayor Ament called the meeting to order at 6:01 PM.

### 2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

The City Clerk took the roll call as follows:

Present: Alderperson Hopkins, Alderperson Maxey, Alderperson Harenda, Alderperson Kroupa, Alderperson Horbinski

Excused: Alderperson La Fever, Alderperson Stribl

Staff Present: Finance Director Ralph Chipman, City Attorney Mark Blum, City Clerk Rubina R. Medina

### 3. APPROVAL OF MINUTES

#### A. June 27, 2023 Committee of the Whole Meeting Minutes

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Horbinski  
Second by: Alderperson Kroupa  
Motion Passed 5-0

### 4. UTILITY & FINANCE

#### A. Discussion and recommendation to Common Council approval of the July 12, 2023 Water Utility claims in the amount of \$5,795.00. Sewer Utility claims in the amount of \$242,806.55 and General City claims in the amount of \$3,113,083.43. WE Energies EFT of \$58,022.89

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Harenda  
Second by: Alderperson Hopkins  
Motion Passed 5-0

#### B. Discussion and recommendation to Common Council approval of the July 26, 2023 Water Utility claims in the amount of \$176,400.51. Sewer Utility claims in the amount of \$8,904.04 and General City claims in the amount of \$2,152,059.56. Tax overpayment checks totaling \$3,244.88 were also generated. US Bank VISA EFT of \$26,251.33. WE Energies EFT of \$51,446.84

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Kroupa  
Second by: Alderperson Maxey  
Motion 5-0

### 5. LICENSES & PERMITS

- A. Discussion and recommendation to the Common Council approval of the new agent for Kwik Trip #977, Mario Baregi, for the remainder of the licensing period of July 1, 2023-June 30, 2024.

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Harenda  
Second by: Alderperson Maxey  
Motion Passed 5-0

## 6. MISCELLANEOUS

- A. Finance Department Update by Director Ralph Chipman

Finance Director Ralph Chipman provided an update to the Council - a PDF of the presentation is included in the agenda packet

- B. Recommend to the Common Council that a joint public hearing be set for August 14, 2023 at 6:01 p.m. to be held before the Plan Commission to amend the Future Land Use Map within the City's Comprehensive Plan from Rural Commercial and Suburban Residential to Rural Commercial and Suburban Residential AND rezone from B-2 and R-3 to B-5 and R-3 for the properties located at 18335 W. National Ave (Tax Key #: 1262.961), Tax Key #: 1262.962 (located behind 18335 W. National Avenue) and 18395 W. National Ave (Tax Key #: 1262.963).

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Kroupa  
Second by: Alderperson Hopkins  
Motion Passed 5-0

- C. Discussion and recommendation to the Common Council approval of the Pre-Disaster Debris Management Contract with DRC Emergency Services to provide Debris Management Services in the event of a disaster for a period from August 1, 2023 through August 1, 2026 with a mutually agreed upon extension of up to 2 years

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Maxey  
Second by: Alderperson Harenda  
Motion Passed 5-0

- D. Discussion and recommendation to the Common Council approval of Resolution 23-15, A Resolution providing for the sale of approximately \$13,280,000 General Obligation Promissory Notes, Series 2023A

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Hopkins  
Second by: Alderperson Horbinski  
Motion Passed 5-0

- E. Discussion and recommendation to the Common Council approval of Resolution 23-16, An Resolution authorizing \$6,240,000 General Obligation Bonds for Community Development Projects in Tax Incremental District No. 5

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Harenda  
Second by: Alderperson Horbinski  
Motion Passed 5-0

- F. Discussion and recommendation to the Common Council approval of Resolution 23-17, A Resolution Directing Publication of Notice to Electors Relating to Bond Issue

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Kroupa  
Second by: Alderperson Maxey  
Motion Passed 5-0

- G. Discussion and recommendation to the Common Council approval of Resolution 23-18, A Resolution Providing for the Sale of Not to Exceed \$6,240,000 General Obligation Community Development Bonds, Series 2023B

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Maxey  
Second by: Alderperson Hopkins  
Motion Passed 5-0

- H. Discussion and recommendation to the Common Council approval of Ordinance No. 2680, An Ordinance to create Sections 152-4 (Q) and (R) of the Municipal Code of the City of New Berlin

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Hopkins  
Second by: Alderperson Maxey  
Motion Passed 5-0

- I. Discussion and recommendation to the Common Council approval of the license agreement between Professional Firefighters of Wisconsin Charitable Foundation Inc. and the City of New Berlin to use the area adjacent to Fire Station No. 1 along Casper Drive, as well as the streets building parking lot for the 2023 Ride to Burn Camp on August 15, 2023 between 5PM and 5:45PM

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Maxey  
Second by: Alderperson Hopkins  
Motion Passed 5-0

- J. Discussion and recommendation to the Common Council regarding the Bryan Linskens claim

**MOTION:** Motion to Deny the Claim

**VOTE:** Motion by: Alderperson Hopkins  
Second by: Alderperson Harenda  
Motion Passed 5-0

**7. ADJOURN**

**MOTION:** Motion to adjourn at 6:29 PM

**VOTE:** Motion by: Alderperson Harenda  
Second by: Alderperson Maxey  
Motion Passed 5-0



## REQUESTED ACTION STATEMENT

**DATE:** June 2, 2026

**TO:** Mayor  
Common Council  
Parks, Buildings and Grounds Commission

**FROM:** Lucas Pichler – Director of Public Works

**ISSUE:** Renewal of the Pre-Disaster Debris Management Contract with DRC Emergency Services

### REQUESTED:

Discussion and recommendation to Common Council approval of an extension of the Pre-Disaster Emergency Services contract with DRC Emergency Services in the event of a disaster with a new expiration date of August 1, 2027.

### FISCAL IMPACT:

There is no cost to the City unless the City requests services of the contractor in the event of a disaster. If requested, the services will be charged as outlined in the contract.

### RATIONALE:

The original contract with DRC Emergency Services was approved by the Common Council at the July 25, 2023 meeting. The contract was approved with an effective date of August 1, 2023 and an expiration date of August 1, 2026 with an optional extension of up to two years. The proposed one year extension would be at the same unit cost and terms as the originally approved agreement. There is no cost to the City to enter this contract. In the event the City requests debris removal services from DRC Emergency Services, the City would be responsible for the costs of those services as outlined in this contract.

DRC Emergency Services provides emergency debris removal services in the event of a disaster. Having the option to utilize a contracted service during a disaster gives the City the ability to scale operations to fit the needs of the community. Depending on the disaster, the amount of debris removal and resources required to manage the debris can quickly overwhelm the City's existing staff.



DATE: June 23, 2026

TO: Rubina Medina  
City Clerk

FR: Mayor Dave Ament

RE: Mayoral Appointments for the June 17, 2026 Common Council Mtg

**Golf Course Commission**

Ray McInerny Jr.  
3665 Willow Glen Drive  
New Berlin, WI 53151  
262-786-8559  
[mcinernyray183@gmail.com](mailto:mcinernyray183@gmail.com)  
(Re-Appointment)

**Expiration Date**

7/27/2029

TT	Eml	Web	Ltr	Ethcs	HB

**Parks, Buildings & Grounds Commission**

Domenico Ferrante  
3425 S Russel Road  
New Berlin, WI 53151  
262-784-8266  
[dferrante@briohn.com](mailto:dferrante@briohn.com)  
(Re-Appointment)

**Expiration Date**

7/27/2029

TT	Eml	Web	Ltr	Ethcs	HB

**Recreation Commission**

Brian Johnson  
16340 W Heatherly Drive  
New Berlin, WI 53151  
414-406-3351  
[coachjohnson@wi.rr.com](mailto:coachjohnson@wi.rr.com)  
(Re-Appointment)

**Expiration Date**

7/27/2029

TT	Eml	Web	Ltr	Ethcs	HB

**Sex Offender Residency Appeal Board**

Shari Thompson  
17045 W Homestead Drive  
New Berlin, WI 53151  
262-327-4906  
[sthompson1119@gmail.com](mailto:sthompson1119@gmail.com)  
(Re-Appointment)

**Expiration Date**

7/23/2028

TT	Eml	Web	Ltr	Ethcs	HB

**Sex Offender Residency Appeal Board**

James Oldham  
4187 S Regal Court  
New Berlin, WI 53151  
262-784-2477  
[drumguy@wi.rr.com](mailto:drumguy@wi.rr.com)  
(Re-Appointment)

**Expiration Date**

7/24/2028

TT	Eml	Web	Ltr	Ethcs	HB

**Tourism Commission**

Matthew Anderson  
5405 S Sunnyslope Road  
New Berlin, WI 53151  
414-305-9278  
[matty@mattysbar.com](mailto:matty@mattysbar.com)  
(Re-Appointment)

**Expiration Date**

7/24/2027

TT	Eml	Web	Ltr	Ethcs	HB

# Committee of the Whole MEETING MINUTES



June 9, 2026 - 6:00 PM  
Council Chambers  
3805 S. Casper Drive

## MINUTES

### 1. CALL MEETING TO ORDER

Council President Ken Harenda called the meeting to order at 6:00 PM.

### 2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

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

Present: Alderperson Hopkins, Alderperson Maxey, Alderperson Harenda, Alderperson Stribl,  
Alderperson Horbinski, Alderperson Kroupa, Commissioner Gardner

Excused: Mayor Dave Ament

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

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

### 3. APPROVAL OF MINUTES

#### A. May 26, 2026, Committee of the Whole Meeting Minutes

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Kroupa  
Second by: Alderperson Horbinski  
Motion Passed 7-0

### 4. UTILITY & FINANCE

**A.** Discussion and possible recommendation to the Common Council to approve the June 10, 2026, Water Utility claims in the amount of \$158,967.35, Sewer Utility claims in the amount of \$18,687.97, and General City claims in the amount of \$1,078,208.61, including a US Bank VISA EFT of \$26,379.85.

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Stribl  
Second by: Alderperson Kroupa

Motion Passed 7-0

**5. LICENSES & PERMITS**

- A.** Discussion and possible recommendation to the Common Council to approve the renewal of alcohol licenses, designated agents, and premise descriptions as outlined in the list as presented, for the license year expiring June 30, 2027, contingent upon the satisfaction of all City requirements.

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Maxey  
Second by: Alderperson Hopkins  
Motion Passed 7-0

**6. MISCELLANEOUS**

- A.** Discussion and possible recommendation to the Common Council to approve Resolution 26-09 amending the 2025 Capital Projects Budget by transferring \$139,762.00 from the 2024 Malone Park Capital Project Account to the 2025 Malone Park Capital Project Account for the Malone Park audio system and beer garden equipment, per the Requested Action Statement (RAS).

**MOTION:** Motion to Approve

**VOTE:** Motion by: Alderperson Maxey  
Second by: Alderperson Hopkins  
Motion Passed 7-0

**7. ADJOURN**

**MOTION:** Motion to Adjourn at 6:03 PM

**VOTE:** Motion by: Alderperson Stribl  
Second by: Commissioner Gardner  
Motion Passed 7-0

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

## RENEWAL ALCOHOL LICENSE APPLICANTS

The establishments listed below hereby submit their application to the Common Council of the City of New Berlin for an alcohol license, as described herein and in their accompanying application materials, pursuant to the applicable provisions of the Wisconsin Statutes and the Ordinances of the City of New Berlin, for the licensing period ending June 30, 2027. Licenses shall be issued by the City Clerk contingent upon the fulfillment of all statutory and municipal requirements, such as, but not limited to, the successful completion of all required inspections and the payment of all applicable fees.

Page: 1

<b>Trade Name</b>	<b>Invited Agent Name</b>	<b>Applying for License</b>
1. Drakes Watering Hole Location: Premise Description: Main building within shopping plaza. Alcohol sold & consumed in dining space, stored in cooler, back bar, & store room.	Kathryn L. Buer	"Class B" - Combo
2. New Berlin Liquor Location: PREMISE DESCRIPTION: SALE IN STORE ON SHELVES, IN COOLER, WALK-IN COOLER. STORE BASEMENT.	Dalip Singh	"Class A" Retail - Combo
3. Princeton Club Location: Premise Description: Bar Area, Outdoor poll deck, Storage room	Renee M. Warzon	"Class B" - Combo
4. Speedway #4230 Location: PREMISE DESCRIPTION: MAIN SALES FLOOR, COOLERS, UTILITY/STORAGE CLOSET.	Rochelle D. Minley	"Class A" Retail - Combo
5. Speedway #4540 Location: PREMISE DESCRIPTION: MAIN SALES FLOOR, COOLERS, UTILITY/STORAGE CLOSET.	Adam J. Novak	"Class A" Retail - Combo



# Root River Watershed

Water Quality Problems and Solutions



**Kristi Heuser**

*Program Manager- Root-Pike Watershed Initiative Network*



RESPECT OUR WATERS



**KENOSHA**  
REGENERATIVE  
PRODUCERS GROUP

RPW's mission is to restore, protect, and sustain the tributaries of the Root-Pike Basin

**Kristi Heuser**  
Program Manager  
[Kristine@rootpikewin.org](mailto:Kristine@rootpikewin.org)

# Stormwater Space Event Experience - NR 216.07(1)(b)5

Helps participants answer, “What Happens to Water When it Rains?”

Using water blasters, participants become “storm clouds” to learn what happens to stormwater when it hits various surfaces including impervious roads, turfgrass, and long-rooted native plants. Player's spray into a storm drain complete with pollutant-filled tubes to watch the water flow over common water pollutants and into a “Lake Michigan” bucket. Due to its short roots, raining onto the turfgrass surface quickly moves water into a “flood” bucket, modeling its lack of water infiltration abilities. The turfgrass can also be lifted to view and touch its short roots which can then be compared to the long, native roots hanging on the side of the tent.



The third surface displays native Goldenrod which has a long root and a sponge under its “soil”. Upon “making it rain”, the sponge slowly releases the water into the “ground water” bucket. Many quickly connect the long roots to an increase in stormwater infiltration. Participants are then offered to squeeze the soil sponge and release the water.

The tent is designed to teach, in a few short minutes, all about the stormwater cycle, common pollutants, and how native plants, with their long and robust root systems, work better than turfgrass for improving stormwater infiltration, nutrient processing, and creating resilient environments.

The tent’s display of native plants coming out from the top and roots hanging along the sides draws interest from passersby and beckons event attendees to enter the tent to play and learn.



## Pet Waste Display - NR 216.07(1)(a)2

According to the EPA, pet waste is considered a major source of nonpoint pollution. To address this issue, ROW attends events with our Pet Waste Display complete with framed educational information, dress up photo ops, poop-toss games and free giveaways that remind dog owners not to poo-llute, but instead pick up the pet poop!



# Watershed Model - NR 216.07(1)(a)1

The watershed model showcases various stormwater pollutants using a variety of sprinkles. Making it rain on the model shows how rain can quickly move common pollutants into waterways, and how rivers and lakes ultimately affect larger waterbodies such as the Pike, Root, and Fox River, and eventually Lake Michigan.



# Salt Display - NR 216.07(1)(a)1

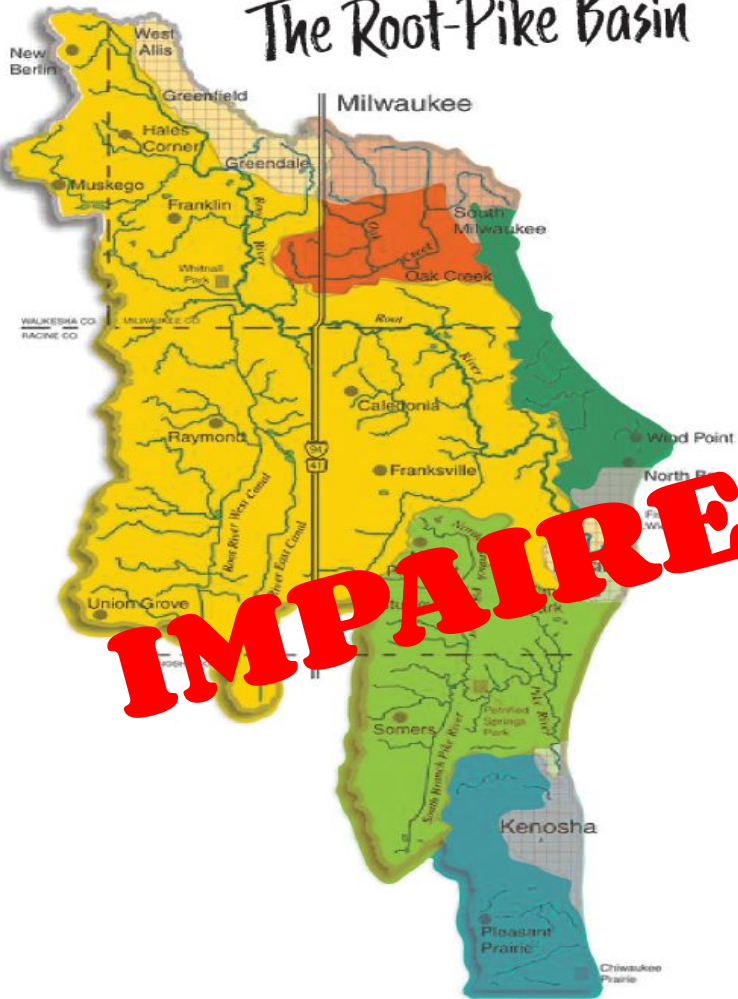
How Much **Winter Salt**  
Does It Take To  
**Permanently**  
**Pollute**  
**5 Gallons Of Freshwater?**



1 Teaspoon



# The Root-Pike Basin



Oak Creek Watershed

Root River Watershed

Wind Point Watershed

Pike River Watershed

Pike Creek Watershed

# Root River Watershed Impairments (Varies by location)



**Phosphorus**



**Sediment**

# Root River Watershed Impairments (Varies by location)

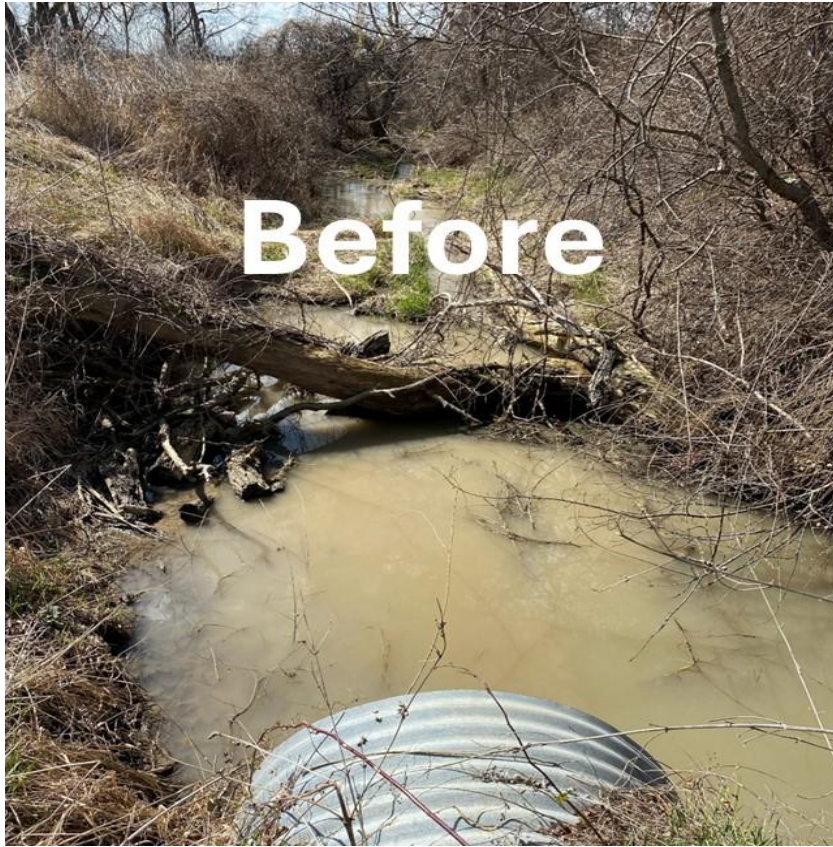


**Chlorides**

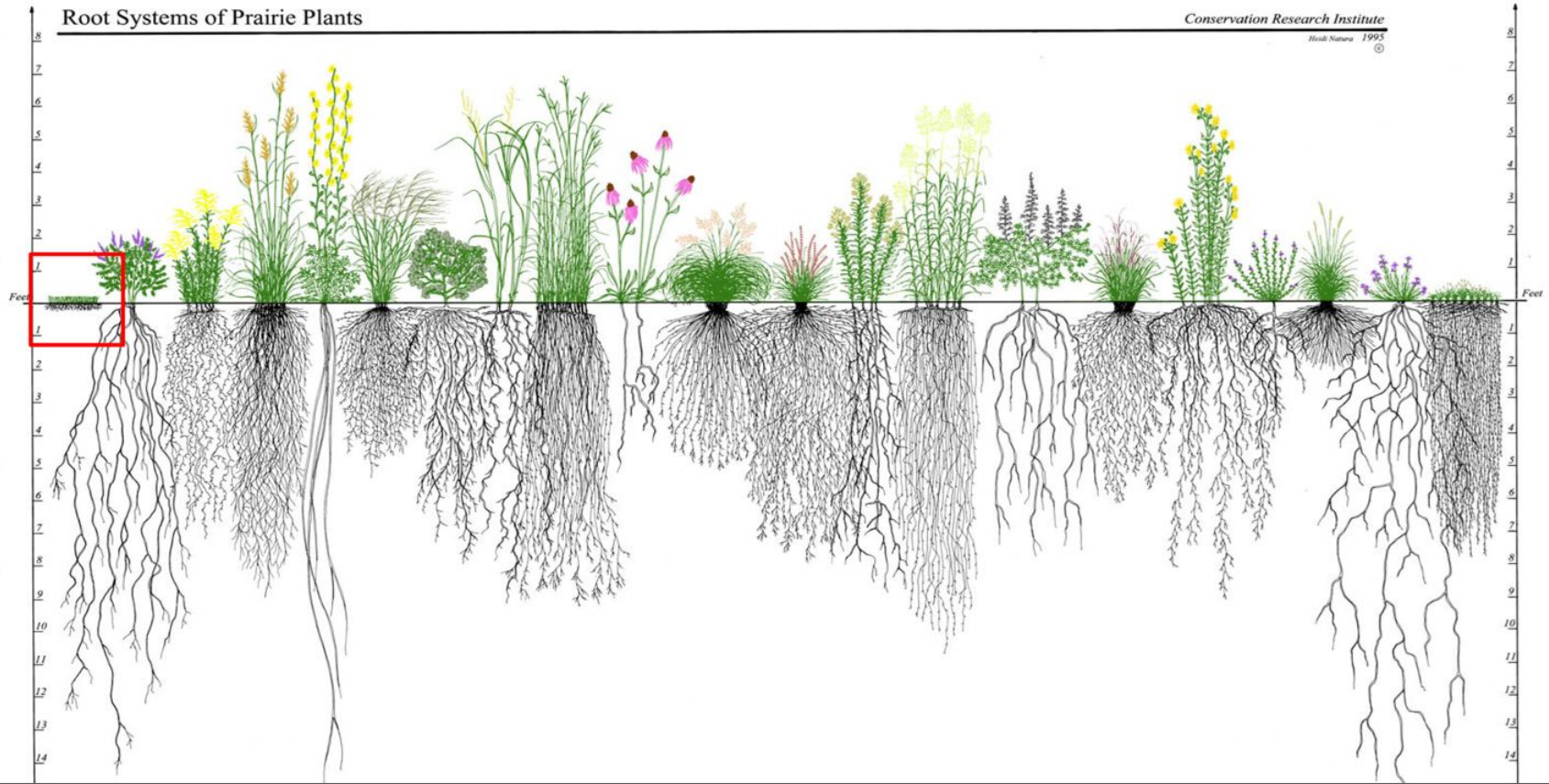


**E.Coli Bacteria**

# Root River Watershed Impairments (Varies by location)



**Degraded Habitats and Low Dissolved Oxygen** Page 279 of 311



Native Landscaping- Municipal owned spaces & private residences



**20 sqft Natives**



**8 GALLONS / STORM!**



**20 sqft Lawn**



**>1 GALLON / STORM**

# THE STORMWATER POND PLAYBOOK

Reduce Costs and Improve Water Quality



in cooperation with

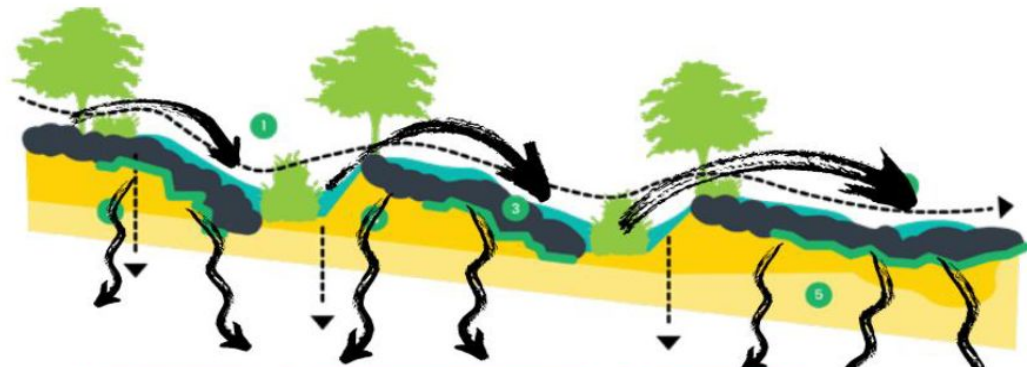


**Updated Stormwater Pond Designs for  
New Developments- Less Grass & Geese**

# Native Landscaping Around Pond Buffers



# Pond Alternative: Regenerative Stormwater Conveyance System



**Immediately After the Storm (09/12/22)**



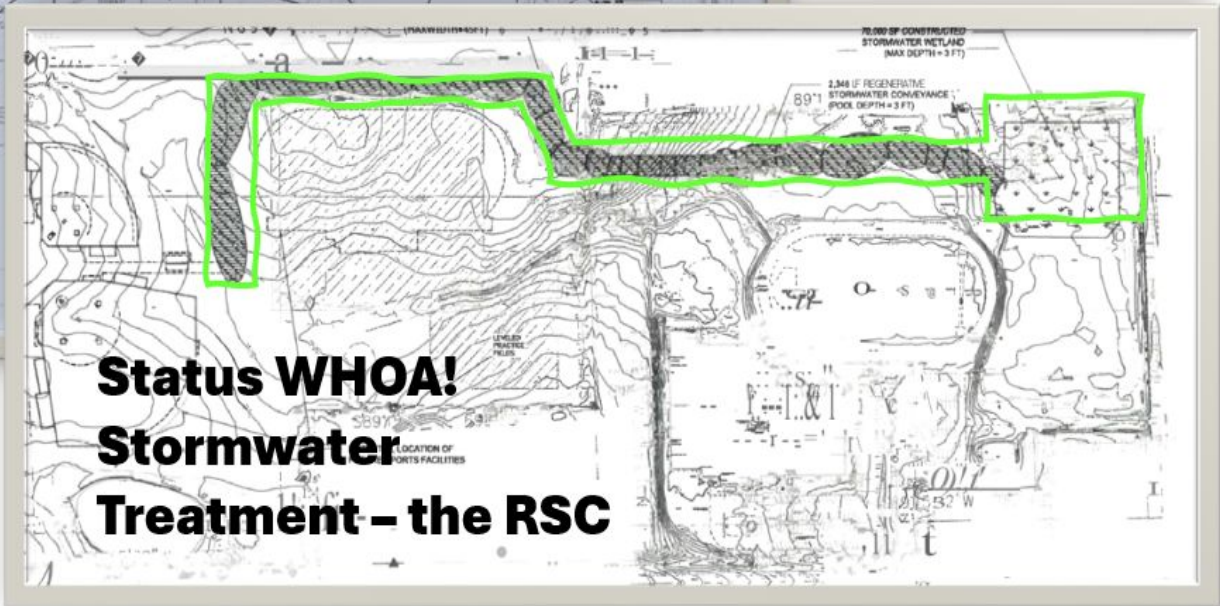
**Three Days After the Storm (09/15/22)**







[Shoreland Lutheran HS RSC Flyover](#)



# Shoreland Lutheran HS- April 2026





**Before RSC-2023**



**After RSC-2026**

# Pond Alternative: Constructed Wetland



**Shoreland Lutheran HS- 2025 to 2026**

# Attend SaltWise Training Workshops (DPW Staff & Elected Officials)



**1 teaspoon of road salt permanently pollutes 5 gallons of fresh water**

# Saltwise Training Workshop Topics

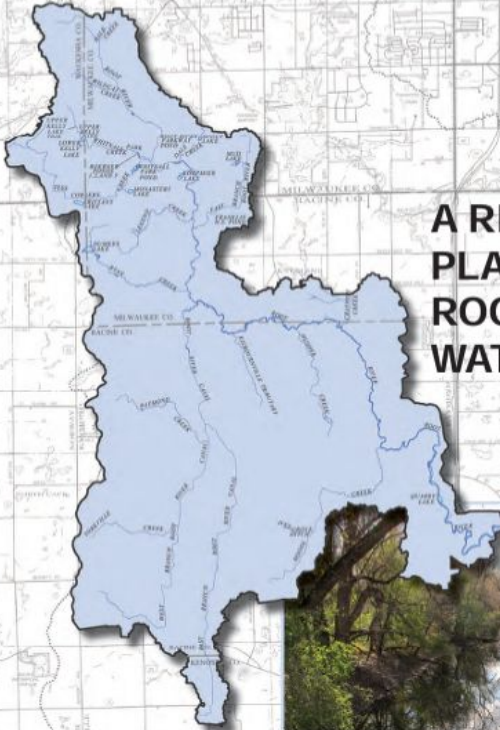


“Salt brine achieved similar traction and road conditions while using between 40% and 72% less than dry application.” - WisDOT 2026


- Brine Systems
- Benefits of different plow blades
- Importance of Calibration
- Pavement Sensors
- Remote Weather Stations/Cameras
- Snow & Ice Policy

# Projects in the Root River Watershed Restoration Plan

COMMUNITY ASSISTANCE  
PLANNING REPORT NO. 316



A RESTORATION  
PLAN FOR THE  
ROOT RIVER  
WATERSHED



Part One  
Chapters 1-7

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

The image shows a map of the Root River Watershed, outlined in blue, overlaid on a detailed street map. The map includes labels for various counties such as Waushara, Waubesa, and Waubesa. A photograph of a river flowing through a wooded area is positioned in the lower right corner of the map area. Text at the top left identifies the report as 'COMMUNITY ASSISTANCE PLANNING REPORT NO. 316'. The title 'A RESTORATION PLAN FOR THE ROOT RIVER WATERSHED' is centered on the map. At the bottom left, it says 'Part One Chapters 1-7'. At the bottom center, it says 'SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION'.



Kristi Heuser  
[kristine@rootpikewin.org](mailto:kristine@rootpikewin.org)



### REQUESTED ACTION STATEMENT

**TO:** Common Council  
Mayor Dave Ament

**FROM:** Dan Hogan, Municipal Project Coordinator

**RE:** Requested Action Statement for the Malone Park audio project contract.

**DATE:** June 23, 2026

**REQUESTED ACTION:** Approval for the City to enter into a contract with Fearing's Audio and Security in the amount of \$46,550.92 for the Malone Park audio project subject to review and approval by the Mayor and City Attorney

**FISCAL IMPACT:** No new borrowing necessary, funds were transferred from a previous project account within Malone Park that was completed in 2024.

**SOURCE OF FUNDS:** Account: 04252900 61118 C2025

**RATIONALE/BACKGROUND:** The City solicited quotes for a sound system to be installed within Malone Park that fits the needs of the various City users. Fearing's provided the most comprehensive and economical plan that fulfilled the City's requirements.

The City did not publicly bid due to a recent change in state law, Act 188, that changed the public bidding law threshold for public building projects from \$25,000 to \$50,000, except for roadway projects.

The major annual event at Malone Park is the New Berlin 4<sup>th</sup> of July Festival. The Mayor and the 4<sup>th</sup> of July Commission have expressed the need to have an adequate sound system that can make various types of announcements, such as the daily fair

events, severe weather and other emergency situations. The festival sound system would be based in the smaller bathroom pavilion located next to the playground and would broadcast on all four sides of the structure. The “brains” of the sound system would be housed within the concession pavilion near the baseball quad. If budget allows, staff may investigate the feasibility of installing audio at the concession pavilion that could be used for the beer garden and games for field #3. The audio system could be expanded to other fields within Malone Park in the future.

This equipment could also be utilized for other City events at Malone Park, such as Winterfest, Boos and Brews, movie nights, and the color run.



*Proposal To:*  
City of New Berlin

*For:*  
Malone Park Audio System

Project Site Address: 3805 South Casper Drive, New Berlin, WI, 53151

*June 16, 2026 P-203000 V1.3*

Fearing's Milwaukee AV  
1711 Paramount Ct, Suite 2, Waukesha, WI 53186

*Make a Difference!*

## RESTROOM PAVILION (PLAYGROUND BATHROOM)

### SCOPE

#### Project Summary

The City of Berlin's Malone Park is undergoing facility expansions, as they are currently under construction adding a Restroom Pavilion near the playground and a Concessions Building (Beer Garden Pavilion) near the main Baseball field. The Restroom Pavilion is nearby a large field that hosts large gatherings such as the 4th of July festivities and requires speaker and wireless microphone coverage. The Concessions Building near the main Baseball field will house the 'brain' of the system in an owner furnished equipment rack and feature its own audio zones for music and wireless microphone playback in the surrounding area.

#### *Restroom Pavilion (Playground Bathroom)*

**Functionality Description:** The Restroom Pavilion is located near the main parking lot for Malone Park, immediately near the large Field that the City of New Berlin utilizes for large events.

#### Source Devices:

- (1) Wireless Microphone Receiver will be installed in the owner-furnished (OFE) equipment rack in the utility closet of the Restroom Pavilion. (2) Outdoor-rated RF Mic Antennas will be installed beneath the soffit (exact placement TBD and will be decided at the time of installation based upon architectural considerations) on the North and South sides of the building, centered on the building. FAVS to provide and install weather-rated antenna cabling, connecting the antennas to the Antenna combiner in the OFE rack. The antenna cabling will be routed through the accessible attic. This will result in at least 50' of wireless microphone coverage on the North and South side of the building. The current design intent for this microphone is for this microphone to be utilized and played back at the Restroom Pavilion only.
- The Bluesound Professional B100S Music player listed in the Concessions Building portion of this proposal will provide music audio to the Restroom Pavilion. For more information regarding this device, please see **Concessions Building (Beer Garden Pavilion)**.

#### Audio:

- (4) Community R.25-94Z 8" weather-rated speakers will be provided and installed on the roof of the Restroom Pavilion, utilizing Unistrut hardware between the metal roof's corrugations. The speakers will be installed in (2) audio zones, (2) speakers per zone, with each pair facing North / South. The speakers are paintable- if the client would like to paint the speakers to match the roofing colors it is the client's responsibility to do so. These speakers will provide intelligible paging and/or background music audio up to 100' away from the Pavilion (under elevated background noise conditions- as background noise increases, intelligibility of audio will directly and inversely decrease).
- (1) QSC CX-Q 2K4 amplifier will be provided and installed into the OFE rack in the utility closet. This amplifier will power all (4) speakers via (2) amplifier channels. The client is required to provide a dedicated (shared with other audio system components) 20A 120V power outlet and 20A power strip at the equipment rack for the amplifier to receive power. The client is required to provide (1) data drop at the amplifier to allow it to communicate over the client's network with the Audio processor to be installed in the Concessions Building OFE rack. The client is responsible for configuring their network to support QLAN Audio - IGMP Snooping, QoS, and PTPv2 must be enabled for QLAN audio to pass successfully. The client has stated that they plan to install a Cisco Catalyst 9200CX network switch at the Restroom Pavilion and a Cisco Catalyst 9300 network switch at the Concession Building. Both Network switches are able to pass QLAN audio when configured accordingly.

#### Control System(s):

- The 'Brain' of the audio system consists of (1) QSC Core 8 Flex, which will be installed in the Concessions Building OFE rack in preparation for future system expansions. Please see **Concessions Building (Beer Garden Pavilion)** section of this proposal for more information.
- (1) QSC C1 controller will be installed in the Utility closet in a 1G surface mount box, exact installation location TBD but should be

immediately near the OFE rack and audio components. This device will provide controls to adjust volume of either Restroom Pavilion audio zones (North / South speaker pairs) as well as control the music player (player physically located in the Concessions Building rack). Please note that changing the music player stations from the Restroom pavilion will also change the station at the Concessions Building because there is only one music player to be shared between each building. The client is responsible for providing (1) PoE data drop at the controller's location inside the utility closet and configuring their network to support the device.






- To ensure seamless system integration and reliable performance, the network environment must support mDNS and SSDP for device discovery, and allow Q-LAN traffic via UDP Port 6502 and TCP Port 1702 for native Q-SYS peripheral communication. Integration with the Bluesound B100S requires TCP Port 11000 for BluOS API control and UDP Port 11010 for status feedback. Additionally, the network infrastructure must have IGMP Snooping and an IGMP Querier active to manage multicast traffic, with Energy Efficient Ethernet (EEE) disabled on all AV-related ports to prevent synchronization dropouts. Static IP assignments for the Core 8 Flex, CX-Q 2K4 amplifier, and B100S music player are required to maintain persistent driver communication and control stability.

**Equipment Location:**

- The Core 8 Flex and B100S will be installed in an OFE Rack in the Concessions Building.
- The (4) Community speakers will be installed on the roof of the Restroom Pavilion.
- The wireless microphone receiver, antenna combiner, and amplifier for the Restroom Pavilion speakers will be installed on the OFE rack in the utility closet.
- The client is required to provide a dedicated (shared among audio system components) 20A 120V power outlet(s) and 20A power strip at the equipment rack for the audio equipment to receive power. Audio equipment totals 4U of (OFE) rack space, but 6U should be provided to keep equipment cool during high-use times. If the client is unable to provide the necessary rack space for the audio equipment in the Restroom Pavilion's closet, FAVS may provide a wall mounted equipment rack at an additional cost.
- The wireless microphone antennas will be installed beneath the soffit on the North and South side of the Restroom Pavilion.

\*\*\*\* ALL ROUGH IN PATHWAYS, FLOOR BOXES, RISERS, CONDUIT BETWEEN RISERS, RACEWAYS, BOXES AND SLEEVES, WILL BE FURNISHED, INSTALLED AND MADE AVAILABLE AT FEARING'S REQUIRED LOCATIONS BY OTHERS. IF PATHWAYS ARE NOT PROVIDED AND FEARING'S HAS TO PROVIDE, IT WILL BE AN ADDITIONAL CHARGE. PLEASE NOTE THAT THIS MAY REQUIRE THE CUSTOMER TO GET AN ADDITIONAL QUOTE OR MODIFY AN EXISTING QUOTE FROM THE CONTRACTOR OR ELECTRICAL CONTRACTOR SEPARATELY FROM THIS QUOTE. FEARING'S CAN PROVIDE ROUGH IN REQUIREMENTS FOR THIS PROJECT, BUT PLEASE NOTE THAT DOCUMENTATION IS CREATED AFTER PROJECT APPROVAL.

**AUDIO**

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT
	4	Biamp Systems R.25-94Z Full-Range 2-Way 8-Inch 90 X 40 Grey	\$536.72	\$2,146.88
	1	Custom Unistrut and Safety Mounting Hardware Unistrut and Safety Mounting Hardware. All hardware to be painted dark GREEN prior to installation on the roof.	\$253.18	\$253.18
	1	RF Venue DFIN-IPX Diversity Fin® IPX Antenna	\$758.24	\$758.24
	1	RF Venue DFIN-IPX Diversity Fin® IPX Antenna	\$758.24	\$758.24
	6	Travel Technician Travel		

### CONTROL

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT
	1	QSC C1 Single gang US, IP Wall Controller, PoE (includes white and black faceplates)	\$625.85	\$625.85
	1	Wiremold NM2044 NM EXTRA DEEP DEVICE BOX	\$11.85	\$11.85

### RACK

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT
	1	QSC CX-Q 2K4 4-Channel 700W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp™, Mic/line Inputs, 100-240V.	\$2,456.99	\$2,456.99
	1	Shure SLXD24+/58-G57 SLXD24+/58-G57	\$749.40	\$749.40
	1	RF Venue 4ZONE The 4 ZONE antenna combiner takes the complexity out of multi-zone wireless microphone projects. 4 ZONE combines together up to four separate pairs of diversity antenna connections for multi-purpose rooms, indoor-outdoor configurations, or main stages with secondary breakout rooms. For fine tuning RF levels in each coverage area, 4 ZONE provides individual channel RF signal attenuation control down to -31dB in 1 dB steps. And for active antennas or in-line amplifiers, it features selectable 12V DC power to accommodate long cable runs. With selectable ON/OFF inputs, 4 ZONE also allows for quick control of coverage zones for roaming microphone transmitters, so you can choose which zones are active as a live event or location sound project progresses, saving setup and breakdown time onsite. When used in conjunction with up to four Diversity Fin Antennas and one or more DISTRO4 antenna distributors, 4 ZONE completes a turnkey package for any multi-zone wireless microphone project.	\$916.47	\$916.47

### CABLING

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT
	1	AV Cabling Bundle (NEW Standard) Cabling/Fittings/Hooks/Beam Clamps	\$260.14	\$260.14
	2	Wirepath WP-PC-CAT6-10FT-BLK Wirepath Cat6 10ft Ethernet Patch Cable (Black)	\$4.73	\$9.46
	0.2	West Penn Wire 810BK0500 RG-213 12G STR FOIL/TC BRAID	\$547.40	\$109.48
	0.2	West Penn Wire 810BK0500 RG-213 12G STR FOIL/TC BRAID	\$547.40	\$109.48

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT
	5	West Penn Wire CN-BM53-8 50 ohm 3pc. RG8	\$6.09	\$30.45
	5	West Penn Wire CN-BM53-8 50 ohm 3pc. RG8	\$6.09	\$30.45

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EQUIPMENT TOTAL	\$9,226.56
LABOR TOTAL	\$5,474.35
MISC. CABLES AND ACCESSORIES	\$645.86
SHIPPING AND HANDLING	\$369.06
<b>RESTROOM PAVILION (PLAYGROUND BATHROOM) TOTAL</b>	<b>\$15,715.83</b>

## CONCESSIONS BUILDING (BEER GARDEN PAVILION)

### SCOPE

#### Project Summary

The City of Berlin's Malone Park is undergoing facility expansions, as they are currently under construction adding a Restroom Pavilion near the playground and a Concessions Building (Beer Garden Pavilion) near the main Baseball field. The Restroom Pavilion is nearby a large field that hosts large gatherings such as the 4th of July festivities and requires speaker and wireless microphone coverage. The Concessions Building near the main Baseball field will house the 'brain' of the system in an owner furnished equipment rack and feature its own audio zones for music and wireless microphone playback in the surrounding area.

#### *Concessions Building (Beer Garden Pavilion)*

**Functionality Description:** The Concessions Building is located near the main Baseball field and will be utilized for concession sales and other event gatherings. The Concession building will house the 'headend' of the park's new audio systems being provided and described within this proposal.

#### Source Devices:

- (1) Bluesound Professional B100S Music player will be installed in the Concessions Building's OFE rack and will provide music audio to the Restroom Pavilion and Concessions Building. The B100S is capable of supporting many online music subscription services, including Spotify, SiriusXM for Business, Pandora, TuneIn, iHeart, and many more. For a full list of supported subscription services, please view the B100S' product webpage: <https://bluesoundprofessional.com/product/b100s-network-music-player/> The client is responsible for providing and maintain a music subscription from the list of available subscription services supported by the B100s.
- (2) New Wireless Microphone receivers will be installed in the OFE equipment rack near the QSC Core 8 Flex. New antenna cabling, distribution headend, and (2) new antennas will be installed. The antennas will be installed under the soffit on the North and South sides of the building to provide maximum coverage around the building. (2) Handheld wireless microphones are included. The distribution headend includes (1) 1U antenna combiner to combine the (2) diversity antennas and (1) 1U antenna distributor to combine the (2) wireless microphone receivers' A/B antenna connections.

#### Audio:

- (2) 6" BLACK surface mount speakers (tapped at 15W each) will be installed on a dedicated audio zone inside the Concessions Building, utilizing preinstalled single-gang electrical box locations in the main room for cabling and speaker installation locations.
- (4) Community Speakers will be installed on the roof, zoned in pairs facing North and South. These speakers in conjunction with the new amplifier will allow music and mic audio to be clearly heard up to 100' away from the building
- The 'Brain' of the audio system consists of (1) QSC Core 8 Flex, which will be installed in the Concessions Building OFE rack. The Core 8 Flex is an Audio digital signal processor (DSP) as well as control processor, which allows it to provide all audio processing, mixing, and routing as needed, as well as control processing to control audio and video systems as needed (no video systems are included with this current proposal).
- (1) New amplifier will be installed in the OFE equipment rack near the QSC Core 8 Flex. The new amplifier provides 4 channels, of which (3) will be utilized- North pair of speakers (4ohm load), South pair of speakers (4ohm load), and inside pair of speakers (70V).

#### Control System(s):

- (1) QSC C1 Controller to be installed near the equipment rack on the wall. This controller will allow users to control volume levels of each zone as well as select music. Note that changing the music station will result in the station changing for all audio zones at the park. If the client would like to be able to play different Music in different areas, additional music players or the upgrade to the 4-Zone player would be required, depending on how many dedicated music stations are desired to be utilized.
- To ensure seamless system integration and reliable performance, the network environment must support mDNS and SSDP for device discovery, and allow Q-LAN traffic via UDP Port 6502 and TCP Port 1702 for native Q-SYS peripheral communication. Integration with the





Bluesound B100S requires TCP Port 11000 for BluOS API control and UDP Port 11010 for status feedback. Additionally, the network infrastructure must have IGMP Snooping and an IGMP Querier active to manage multicast traffic, with Energy Efficient Ethernet (EEE) disabled on all AV-related ports to prevent synchronization dropouts. Static IP assignments for the Core 8 Flex, CX-Q 2K4 amplifier, and B100S music player are required to maintain persistent driver communication and control stability.

**Equipment Location:**

- The Core 8 Flex, Amplifier, Wireless Microphone receiver, and B100S music player will be installed in an OFE Rack in the Concessions Building.
- The client is required to provide (1) dedicated (shared by the audio headend equipment) 20A 120V power outlet at the OFE equipment rack as well as (1) power strip to power the Core 8 Flex, amplifier, wireless microphone receiver, wireless microphone antenna distribution (the wireless mic receivers will receive power from the antenna distro unit), and B100S.
- The client is required to provide (4) data drops for the Concessions Building Audio equipment - (1) drop for the Core 8 Flex, (1) drop for the amplifier, (1) **PoE** drop for the C1 Controller, and (1) drop for the B100S music player. The client is responsible for configuring their network accordingly, as described above.
- The client is required to provide a minimum of (10) RU of rack space, but if able, (12) RU would be optimal to allow for greater airflow around the devices to keep them cool and elongate device life. Device rack unit needs: Core 8 Flex - 1U, Amplifier - 2U, B100S - 1U, x2 Wireless mic receivers - 1U (installed side by side), and antenna distro - 2U (two devices, 1U each). If the client is unable to provide the necessary rack space, Fearing's may provide and install a new wall-mounted equipment rack near the OFE rack (at an additional cost).

\*\*\*\* ALL ROUGH IN PATHWAYS, FLOOR BOXES, RISERS, CONDUIT BETWEEN RISERS, RACEWAYS, BOXES AND SLEEVES, WILL BE FURNISHED, INSTALLED AND MADE AVAILABLE AT FEARING'S REQUIRED LOCATIONS BY OTHERS. IF PATHWAYS ARE NOT PROVIDED AND FEARING'S HAS TO PROVIDE, IT WILL BE AN ADDITIONAL CHARGE. PLEASE NOTE THAT THIS MAY REQUIRE THE CUSTOMER TO GET AN ADDITIONAL QUOTE OR MODIFY AN EXISTING QUOTE FROM THE CONTRACTOR OR ELECTRICAL CONTRACTOR SEPARATELY FROM THIS QUOTE. FEARING'S CAN PROVIDE ROUGH IN REQUIREMENTS FOR THIS PROJECT, BUT PLEASE NOTE THAT DOCUMENTATION IS CREATED AFTER PROJECT APPROVAL.

**AUDIO**

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT
	4	Biamp Systems R.25-94Z Full-Range 2-Way 8-Inch 90 X 40 Grey	\$530.00	\$2,120.00
	1	Custom Unistrut and Safety Mounting Hardware Unistrut and Safety Mounting Hardware. All hardware to be painted dark GREEN prior to installation on the roof.	\$250.00	\$250.00
	2	RF Venue DFIN-IPX Diversity Fin® IPX Antenna	\$748.75	\$1,497.50
	10	Travel Technician Travel		

**CONTROL**





IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT
	1	QSC C1 Single gang US, IP Wall Controller, PoE (includes white and black faceplates)	\$618.00	\$618.00
	1	Wiremold NM2044 NM EXTRA DEEP DEVICE BOX	\$11.85	\$11.85

**RACK**

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT
	1	Bluesound Professional B100S 1 Zone Network Music Player - 1/3 1U	\$645.59	\$645.59
	1	Bluesound Professional RM100 Rack Mount Accessory for B100S	\$128.91	\$128.91
	1	QSC CORE 8 FLEX Unified Core with 8 local audio I/O channels, 64x64 network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, VoIP telephony, 8x8 GPIO, 8 AEC processors, Half-size 1RU.	\$2,886.10	\$2,886.10
	1	QSC CX-Q 2K4 4-Channel 700W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp™, Mic/line Inputs, 100-240V.	\$2,426.25	\$2,426.25
	1	RF Venue 4ZONE The 4 ZONE antenna combiner takes the complexity out of multi-zone wireless microphone projects. 4 ZONE combines together up to four separate pairs of diversity antenna connections for multi-purpose rooms, indoor-outdoor configurations, or main stages with secondary breakout rooms. For fine tuning RF levels in each coverage area, 4 ZONE provides individual channel RF signal attenuation control down to -31dB in 1 dB steps. And for active antennas or in-line amplifiers, it features selectable 12V DC power to accommodate long cable runs. With selectable ON/OFF inputs, 4 ZONE also allows for quick control of coverage zones for roaming microphone transmitters, so you can choose which zones are active as a live event or location sound project progresses, saving setup and breakdown time onsite. When used in conjunction with up to four Diversity Fin Antennas and one or more DISTRO4 antenna distributors, 4 ZONE completes a turnkey package for any multi-zone wireless microphone project.	\$905.00	\$905.00
	2	Shure SLXD24+/58-G57 SLXD24+/58-G57	\$740.00	\$1,480.00
	1	Shure UA844+SWB "Five-way active antenna splitter and power distribution system for QLX-D®, ULX®, ULX-D®, SLX®, and BLX® (BLX4R only) receivers. (470-952 MHz)"	\$591.25	\$591.25

**CABLING**

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT
	1	AV Cabling Bundle (NEW Standard) Cabling/Fittings/Hooks/Beam Clamps	\$458.25	\$458.25

IMAGE	QTY	DESCRIPTION	PRICE	PRICE EXT
	0.4	West Penn Wire 810BK0500 RG-213 12G STR FOIL/TC BRAID	\$540.54	\$216.22
	10	West Penn Wire CN-BM53-8 50 ohm 3pc. RG8	\$6.01	\$60.10
	2	Wirepath WP-PC-CAT6-10FT-BLK Wirepath Cat6 10ft Ethernet Patch Cable (Black)	\$4.65	\$9.30
	2	Wirepath WP-PC-CAT6-10FT-BLK Wirepath Cat6 10ft Ethernet Patch Cable (Black)	\$4.73	\$9.46
<b>EQUIPMENT TOTAL</b>				<b>\$14,313.78</b>
<b>LABOR TOTAL</b>				<b>\$13,328.81</b>
<b>MISC. CABLES AND ACCESSORIES</b>				<b>\$1,001.96</b>
<b>SHIPPING AND HANDLING</b>				<b>\$572.55</b>
<b>CONCESSIONS BUILDING (BEER GARDEN PAVILION) TOTAL</b>				<b>\$29,217.10</b>

## STANDARD PERFORMANCE PLAN - ANNUAL

This Annual Plan Includes:

- Same day phone response time. \*1
- Priority service scheduling. \*2
- 10% discount on service labor based on current rates at time of service. \*3
- 10% discount on service-related equipment replacement. \*4
- Unlimited remote, phone and email support included.
- Annual on-site checkup and system cleaning. \*5
- Remote access. \*6
- 20% discount on loaner equipment. \*7
- Manufacturer's Cloud Management is included. \*8

1. Phone support regarding questions on how to use or potentially fix a hardware, software, or connection problem yourself. Nights and weekends will vary.
2. Contact hours are Monday through Friday, 8 am through 4:30 pm. Calls received after 3 pm may not be returned or service performed until the next business day, or emergency rates will apply for after-hours service.
3. Standard service labor at time of sale is \$159/hr during business hours and \$229/hr for emergency after hours service.\*
4. Equipment replacement does not include licenses and/or subscriptions.
5. Inspections will be scheduled ahead of time and must include availability for all spaces. Inspections include firmware updates that can be completed within a single trip. Additional trips required to complete firmware updates or resolve issues related to firmware updates are not included and will be billed at reduced plan rates. Lifts will be billed at an additional cost if required.
6. Remote Access requires the installation of a customer provided on-site appliance (PC) with the necessary permissions and access through the customer's network to communicate with the appliance or client provided VPN access.
7. Based on availability.
8. Does not include hardware or paid software/services that may be required to connect to the cloud. Requires internet connection.

\* During normal business hours, Monday through Friday, 8 am through 4:30 pm.

Major holidays (and days they are observed) are excluded from response time guarantees for performance plans. This does not cover labor to repair owner furnished equipment or cabling. We reserve the right to adjust cost annually due to inflation up to 5% with a 30 day notice. Performance plans are perpetual and require a 30 day notice of termination.

<b>STANDARD PERFORMANCE PLAN - ANNUAL</b>	<b>\$1,618.00</b>
<b>TAX</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>+\$1,618.00</b>

Installation Exclusions – The following work is not included in our Scope of Work

- Any necessary ceiling modifications for the projector and screen including T-Bar refinishing.
- Ceiling tile replacement and or repair.
- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration.
- All millwork (moldings, trim, cut outs, etc.).
- Furniture modifications (table cuts, credenza cuts, etc.).
- Painting and patching.
- Permits (unless specifically provided for and identified within the contract).

Client Responsibilities

- Providing all required permits and passes for Fearing's personnel.
- All AC power, including power cabling, equipment, receptacles, floor boxes, risers, conduit between risers, raceways, etc., will be furnished, installed and made available at Fearing's required locations by others.
- All Network configurations including IP addresses are to be provided, operational and functional before integration begins. Fearing's will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration.
- There is a temporary secure storage area for equipment during a multiple-day integration.
- Meeting all milestone dates agreed upon in the initial Client Coordination meeting (below)
- Scheduling all necessary employees for system training.
- For VOIP projects, customer to fill out VOIP worksheets prior to installation or additional labor, trips or other costs may be billable to customer due to delays and additional time needed to implement.
- Motorized 2 man lifts capable of safely reaching install area to be provided by customer if needed for installation for Fearing's sole use during installation and testing. If customer cannot provide lifts, Fearing's can provide them for an additional cost.
- For any customer-provided or on-site existing network infrastructure—including switches, related hardware, software licenses, and supporting components—such equipment must be available and fully configured to our integration specifications before rack installation or system implementation begins. If the provided or existing network hardware, licensing, or infrastructure proves inadequate or inaccessible, or if qualified customer personnel are not able to assist with configuration and testing, any resulting delays, additional labor, or extra site visits will be billed to the customer.
- If required or recommended, customer to provide blocking or backing for displays or other heavier wall or ceiling mounted devices. If required or recommended, customer to provide blocking or backing for displays or other heavier wall or ceiling mounted devices.
- Customer is responsible for all copyright authorizations on any content provided to Fearing's for the purpose of Fearing's creating customer content.
- Lighting, including ambient lighting, can greatly effect both projection systems and camera systems and their perceived quality. Lighting directly and indirectly shining on a projection screen can wash out the image. Fearing's recommends zoning the lights in the room if needed, so that lighting hitting the screen is reduced to greatly increase picture quality. Also, for cameras, good lighting is critical for a high quality picture. Portable or specialized directional lighting is highly recommended, especially when dealing with cameras and projection screens in the same space. Lighting modifications to accommodate are the customer's responsibility unless otherwise noted. Please speak with your Fearing's account manager or engineer for further information.

Assumptions – if these prove false a Change Order will be required

- There is sufficient accessibility and space in ceiling area for infrastructure support hardware.
- Any owner furnished equipment shall be available to display and test system audio/video connections and will integrate with the purchased equipment and system(s).
- Any owner-furnished equipment shall be in good working order. Cost to repair or replace defective equipment shall be in addition to the proposed cost herein.
- This proposal, if applicable, is based upon the re-utilization of existing cabling and/or equipment, which is assumed to be in proper operating condition. In the event that it is determined that the existing cabling and/or equipment is not in proper operating condition, Fearing's will submit a proposal for the additional costs to furnish and install new cabling and/or equipment where required.
- All above ceiling cable runs are assumed to have an unobstructed path from end to end unless otherwise noted. Any walls, beams, etc.

discovered during the installation process necessitating additional unplanned labor and time will result in a change order with additional costs.

- If consumer grade flat panel displays (TVs) are specified by the end user as part of the integration project and they prove to be defective or incompatible with the proposed system, a return charge of \$ 350.00 per TV will be assessed to correct the problem.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- This proposal is based on a continuous work cycle, with no delays, performed during normal working hours. Monday through Friday, excluding company holidays.
- Work is to be performed at Client name/location
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days {unless otherwise noted}
- In developing a comprehensive proposal for equipment and integration services Fearing's Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the Site Survey form are incorrect or have changed for your particular project or project site, please let your Sales Representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.
- The documented Change Control process will be used to the maximum extent possible – the Client will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders.
- Manufacturer equipment latest firmware updates will be performed during the course of the installation. No Manufacturer firmware will be incorporated after Substantial Completion (equipment/room available for Client's functional use) has been achieved. Further firmware updates are the Client's responsibility or Fearing's can be contracted on a time and materials basis to perform further updates. It should be noted that a firmware update on one piece of equipment may require other items to be updated as well in order to maintain system integrity and optimum functionality.
- Customer to provide a location for disposal of component packaging as well as misc. job waste/scraps.
- The projector and or camera mount is a standard mount. In rare occasions buildings and/or ceilings may vibrate causing the projector or camera to vibrate, causing the image on the screen to move. This is a rare occurrence, but in the event it would occur on this project additional expense could be incurred to resolve the issue. The proposal is based on the assumption that there is no building or structure vibration that would affect the installed solutions.
- This proposal is based on Fearing's standard wage rates and is assumed to NOT be a Prevailing Wage project. If applicable it is the customers responsibility to obtain a prevailing wage rate determination prior to creation of a Bid or RFP and notify Fearing's of such determination so it is accounted for in proposing the project. In the event it is determined that prevailing wage applies after the proposal is approved and work begins the customer will be responsible for any additional expenses associated with the difference in wage cost. Fearing's will create a change order and with the additional charges and submit to the customer for payment. The customer will be liable for the additional expenses for up to seven (7) years if a government audit determines Prevailing Wage was applicable after the project is complete.

#### Construction Considerations {Delete these considerations if not applicable}

In order to accomplish the outlined goals of this project, the Client will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by Fearing's according to the agreed upon schedule. The costs associated with these modifications are not included in this proposal. The Client is responsible for informing Fearing's of any delays / changes which may impact the assumptions outlined above.

#### Implementation Standards

Fearing's will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

Project Management: Fearing's shall coordinate:

- Developing a project schedule (with Client\* and Fearing's milestones).
  - o Client Purchase order receipt
  - o Client Coordination meeting\*
  - o Design Validation\*
  - o Equipment Order
  - o Equipment Receipt / on site

- o IT connectivity (IP addresses, WAP, etc.)\*
- o Room/Raceways Ready\*
- o Implementation and Integration complete
- o Commissioning
- o Substantial Completion\*
- o Client Training\*
- o Transition to Service / Support
- Staging equipment and materials at shop and installation site.
- Submittals of operator manuals of all equipment documentation.
- Installation supervision.
- Change Order Management (External and Field-Directed)
- Substantial Completion (room available for use)
- Completion of final punch list items.

On-Site Installation shall include:

- Pulling, bundling and terminating audio and control cables.
- Installing structural systems for audiovisual equipment.
- Software/hardware testing.
- Adjusting and balancing audio gain as required.
- Assuring the finished system meets the design criteria and functions per the design concept.
- Site cleanup and disposal, etc.
- Completion of final punch list items.

Amendments of Design or Contract:

- Any changes made to the design of the system or the contractual agreements in implementation or functionality will require a “Contract Change Order” form signed by an authorized decision maker for the Client.
- Any price changes that should follow an amendment will be reflected on the final bill unless otherwise stated or agreed upon by Fearing’s and the client.
- It is understood by the Client that any changes made may affect delivery time tables and work schedules.

Knowledge Transfer (Training)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following if applicable:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

Important Notes Due to Current Events and Market

- A credit card processing fee of 3% of the payment will be assessed when a credit card is used to make payments of over \$5,000.
- Quotes over 7 days - or - projects sold within the 7 days but have a delayed start date may be subject to price increases based on the cost of materials and/or labor rising.
- Due to market fluctuations and issues with supply chain, raw material shortages, manufacturer delays and price increases, Fearing's Audio Video & Security must share the mitigation of unexpected price increases and product availability with its clients if any equipment, parts, or materials has a price increase or availability issue between proposal signing and receipt of equipment. We appreciate your understanding in these unprecedented times.



• Minimizing price potential increases: The customer may, at the time of proposal signing, provide the down payment and authorize the immediate purchase of the equipment included in the proposal. Fearing's will order the equipment upon receipt of the down payment which will lock in the pricing. NOTE: For some manufacturers, the equipment warranty begins at the time that Fearing's receives the product from its supplier. In such cases when a customer has an equipment failure where the warranty period has expired based on the equipment delivery to Fearing's but has not expired based on the project completion date, Fearing's will do everything in its power to negotiate an extension to the warranty period but cannot guarantee it will be successful. In such cases where Fearing's is not successful in obtaining a warranty extension, the customer would be responsible for all costs associated with the repair.

## ACCEPTANCE

### FINANCIAL

**PAYMENT SCHEDULE**

Deposit will be based on total equipment price plus shipping, with monthly progress billing through project completion.

	EQUIPMENT TOTAL	\$23,540.33
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	LABOR TOTAL	\$18,803.16
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	MISC. CABLES AND ACCESSORIES	\$1,647.82
	SHIPPING AND HANDLING	\$941.61
	STANDARD PERFORMANCE PLAN - ANNUAL (ANNUALLY)	\$1,618.00
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	SUBTOTAL	\$46,550.92
	TOTAL TAX	\$0.00
	<b>PROJECT TOTAL</b>	<b>\$46,550.92</b>

### TERMS

City of New Berlin accepts this proposal and hereby authorize Fearing's Audio Video Security to proceed with the installation of the included systems at the facilities of City of New Berlin constructing at 3805 South Casper Drive New Berlin, WI 53151 as described in the totality of this document. City of New Berlin further authorize Fearing's Audio Video Security to be granted the facility access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to Fearing's Audio Video Security. In keeping with the Terms of Payment listed above: It has been made clear to City of New Berlin that there exist no understandings regarding this project with any relevant party unless and until City of New Berlin and Fearing's Audio Video Security agree to such additional or alternate understandings in writing. Project cost and pricing are dependent upon a continual flow of work without interruption or delays imposed by City of New Berlin or their staff, construction, other building trades or any other party, and additional costs may be incurred by City of New Berlin from Fearing's Audio Video Security. This includes timelines that require delays in ordering greater than 60 days from proposal acceptance. If price increases of product or labor are incurred due to such delays, or result in additional costs to that are not covered by the pricing in this proposal: City of New Berlin agrees that any additions to and/or deletions from the materials and labor to be provided by City of New Berlin acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by City of New Berlin and Fearing's Audio Video Security. By signing this acceptance, City of New Berlin is agreeing to the terms set forth in the attached sections labeled Installation Exclusions, Client Responsibilities, Assumptions, Construction Considerations, Implementation Standards and Important Notes. This proposal is valid only if accepted in writing by City of New Berlin within 7 days and deposit payment received no later than 30 days from June 16, 2026.

### ACCEPTANCE

CITY OF NEW BERLIN

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

FEARING'S MILWAUKEE AV

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SIGNED

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DATE

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PRINT NAME

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TITLE

## Standard Warranty Statement

### Warranty Coverage:



Fearing's provides 90 Days of free service, whether onsite or remote, to make repairs due to manufacturer's equipment defects. Fearing's will provide the necessary support on manufacturer's equipment failure at our standard service rates when the equipment failure is past the 90 Days Fearing's warranty.



Fearing's provides 90 Days of free service, whether onsite or remote, to make repairs due to workmanship faults.

### Warranty Coverage Exclusions:



Damaged equipment due to Acts of God or Nature.



Equipment abuses or misuse as deemed by the manufacturer authorized repair technician.



Equipment that has been attempted to be repaired by unauthorized personnel or those other than Fearing's or authorized manufacturer repair technicians.



Manufacturer's shipping costs incurred under warranty. These will be the responsibility of equipment owner.

Madison Local Phone: 608-443-2595, Toll Free: 800.252.2253 | email: [info@fearings.com](mailto:info@fearings.com)

**Corporate Office:** 722 Walsh Road, Madison, WI 53714 | **Milwaukee Office:** 1711 Paramount Ct #2, Waukesha, WI 53186