



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

**MONDAY, SEPTEMBER 10, 2018, 7:00 PM
CITY HALL, ROOM 310**

PLEASE NOTE TIME AND ROOM CHANGE

A. Roll Call.

B. Approval of the Agenda.

C. Approval of Minutes.

D. Regular Business.

1. Consideration with possible action on request by Richard Monfils to rescind the special charges of \$58.30 at 2931 Beth Drive.
2. Consideration with possible action on request by Pete's Annex, LLC to enter into an agreement for Parking Division to manage and enforce parking in the BMO-Harris Bank Building parking lot located in the block surrounded by Broadway, West Walnut, Hubbard, and Pearl Streets (Lot BW).
3. Consideration with possible action on request by On Broadway Inc. and Green Bay Metro Transit for a public trash can at the bus stop on the southwest corner of Dousman Street and Chestnut Avenue.
4. Consideration with possible action on request by Green Bay Metro Transit to place trash cans at the new transfer station in the 2200 block of Main Street, and have Department of Public Works add that stop to its collection route.
5. Consideration with possible action on request by the League of Wisconsin Municipalities to adopt the Strategic Transportation Aid Resolution.
6. Consideration with possible action on request by Kerry F. Rathburn, doing business as Star Electric, to install and maintain groundwater monitoring well in public right-of-way.

7. Consideration with possible action on review and award of bids for rubber surfacing for the DOWNTOWN POCKET PARK project.
8. Consideration with possible action on request by Ald. Lefebvre to extend special assessment payments for pavement construction from 5 years to 10 years when requested by residents.
9. Consideration with possible action on request by Ald. Wery to review how sidewalk replacements are funded.
10. Consideration with possible action on request by the Department of Public Works on proposed 2019 Parking Division rates and fees report.
11. Consideration with possible action on request by the Department of Public Works on proposed 2018-2019 winter contractor rates report.
12. Consideration with possible action on a request by the Department of Public Works to reimburse Greenwood Hospitality \$30,000 for repairs to the Pine Street Ramp Skywalk in accordance with the provisions of the Hotel Northland Developer's Agreement.
13. Consideration with possible action on a request by the Department of Public Works to approve Amendment IX of the Brown County Municipal Recycling Agreement.
14. Consideration with possible action on request by the Department of Public Works to enter into an agreement for professional services for the Nitschke Bridge hydraulic pump replacement design in the amount of \$68,732.36.
15. Consideration with possible action whether a sanitary sewer credit / refund should be granted at 2355 Eastman Avenue.
16. Consideration with possible action on the report of the Purchasing Manager to contract with Rotating Equipment Repair (RER) for the repair of two (2) pumps at the Harvey Street Storm Sewer Lift Station for \$74,514.
17. Consideration with possible action on request by Wisconsin Public Service Corporation for an Easement across City owned Parcel 7-741-1 for the N. Webster Avenue project.

18. Report of actions taken by Department of Public Works

A. Award of contracts

1. To approve to award contract PAVEMENT 3-18 (METRO TRANSIT DRIVEWAY) to the low, responsive bidder, Peters Concrete Co., in the amount of \$611,385.73.

2. To approve to award contract SEWERS 6-18 (INCLUDING WATER MAIN) to the low, responsive bidder, PTS Contractors, Inc., in the amount of \$2,124,144.

3. To approve to award contract SEWERS 7-18 to the low, responsive bidder, Wood Sewer and Excavating, Inc., in the amount of \$161,867.

4. To approve to award contract SIDEWALKS 2018 to the low, responsive bidder, Al Dix Concrete, Inc., in the amount of \$303,465.

B. Granting of Licenses

I. Tree & Brush Trimmer

- a. Bucklin Tree Service LLC
- b. Treeo's Tree Service, Inc.

2. Underground Sprinkler System by Irrigation Doctors

- a. Irrigation Doctors
- b. Fox Valley Irrigation Inc.
- c. 4 Season Landscaping Solutions LLC

C. Real estate acquisition for Webster Avenue

I. Agreement for Purchase (Parcel Number, Address, Owner Name, Amount)

- | | |
|----|---|
| 14 | 714 N Webster Avenue, James Siudzinski, \$73,000 |
| 23 | 1000 Klaus Street, Avenue Investments, LLC, \$101,000 |

2. Relocation Payments (Parcel Number, Address, Owner Name, Amount)

- | | |
|-----|--|
| 2C | 816 N Webster Avenue, Sherri King, \$8,000 |
| 3A | 820 N Webster Avenue, Aaron & Kristin Vandermuss, \$23,500 |
| 6 | 1012 N Webster Avenue, Roger Delaruelle, \$1,140 |
| 6 | 1012 N Webster Avenue, Roger Delaruelle, \$625 |
| 13 | 1002 Harvey Street, Beverly Moeser, \$51,900 |
| 14 | 714 N Webster Avenue, James Siudzinski, \$8,000 |
| 20 | 1002 Reber Street, Crooked Wood Corp., \$2,800 |
| 22a | 1005 Berner Street, Regina Donaldson, \$1,765 |
| 24a | 1008 Vanderbraak Street, Don Lecher, \$33,832 |

E. Informational.

1. Director's Report on recent activities of the Public Works Department.
2. The next Improvement and Services Committee meeting is scheduled for September 26, 2018.

F. Public Hearings.

G. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Improvement and Services Committee will attend this committee meeting and will constitute a meeting of the Improvement and Services Committee for purposes of discussion and information gathering relative to this agenda.
- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

September 10, 2018

PREPARED BY

AGENDA ITEM # D.I.

Consideration with possible action on request by Richard Monfils to rescind the special charges of \$58.30 at 2931 Beth Drive.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
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MEETING DATE

September 10, 2018

PREPARED BY

AGENDA ITEM # D.2.

Consideration with possible action on request by Pete's Annex, LLC to enter into an agreement for Parking Division to manage and enforce parking in the BMO-Harris Bank Building parking lot located in the block surrounded by Broadway, West Walnut, Hubbard, and Pearl Streets (Lot BW).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
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MEETING DATE

September 10, 2018

PREPARED BY

AGENDA ITEM # D.3.

Consideration with possible action on request by On Broadway Inc. and Green Bay Metro Transit for a public trash can at the bus stop on the southwest corner of Dousman Street and Chestnut Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

September 10, 2018

PREPARED BY

AGENDA ITEM # D.4.

Consideration with possible action on request by Green Bay Metro Transit to place trash cans at the new transfer station in the 2200 block of Main Street, and have Department of Public Works add that stop to its collection route.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

September 10, 2018

PREPARED BY

AGENDA ITEM # D.5.

Consideration with possible action on request by the League of Wisconsin Municipalities to adopt the Strategic Transportation Aid Resolution.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft Strategic Transportation Aids Resolution_09-07-18

Strategic Transportation Aids Resolution

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

As part of the Just Fix It Campaign in partnership with the League of Wisconsin Municipalities, Wisconsin Counties Association, Wisconsin Towns Association & the Transportation Development Assoc. of WI.

WHEREAS, local government in Wisconsin is responsible for about 90% of the road miles in the state; and

WHEREAS, Wisconsin's diverse economy is dependent upon county and town roads as well as city and village streets and transit systems across the state; and

WHEREAS, CITY OF GREEN BAY and other local governments across Wisconsin have been highlighting our unmet transportation needs in many different avenues including events such as the historic Turnout for Transportation event in September of 2016 where local governments in every region of this state held simultaneous meetings calling on the state legislature to prioritize transportation and pass a sustainable funding package; and

WHEREAS, while the increase in transportation funding for locals in the last budget was certainly appreciated, many still aren't back to 2011 levels when you adjust for inflation; and

WHEREAS, locals, including CITY OF GREEN BAY continue to struggle to meet even the most basic maintenance needs for our transportation system; and

WHEREAS, states surrounding Wisconsin and across the country have stepped up with sustainable funding plans for their state and local roads; and

WHEREAS, Wisconsin will be at a competitive disadvantage if it does not implement a revenue and spending plan that addresses both our Interstates that were built in the 1950's and 60's and our local and state roads; and

WHEREAS, levy limits do not allow local government to make up for the deterioration of state funding; and

WHEREAS, local governments would not be forced to turn to local wheel taxes or increased borrowing or exceeding their levy limits if the state would finally pass a sustainable funding plan for transportation

WHEREAS, the COMMON COUNCIL OF THE CITY OF GREEN BAY recognizes that our state highway and interstate system is the backbone of our surface transportation system and plays a vital role in the economy of Wisconsin. Both local and state roads need to be properly maintained in order for our economy to grow; and

WHEREAS, from a competitive standpoint Wisconsin motorists pay significantly less than any of our neighbors when you combine the annual cost of the state gas tax and vehicle registration fees; and

NOW, THEREFORE, BE IT RESOLVED by the COMMON COUNCIL OF THE CITY OF GREEN BAY urges the Governor and Legislature to Just Fix It and agree upon a sustainable solution: one that includes a responsible level of bonding and adjusts our user fees to adequately and sustainably fund Wisconsin's transportation system. Furthermore, the City Council/Village Board directs the Clerk to send a copy of this resolution to our State Legislators, Governor Scott Walker and to the League of Wisconsin Municipalities.

Adopted _____, 2018

Approved _____, 2018

Mayor

ATTEST:

City Clerk

jlp



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

September 10, 2018

PREPARED BY

AGENDA ITEM # D.6.

Consideration with possible action on request by Kerry F. Rathburn, doing business as Star Electric, to install and maintain groundwater monitoring well in public right-of-way.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Kerry Rathburn for Star Electric HHA

LICENSE TO INSTALL AND MAINTAIN
GROUNDWATER MONITORING WELL
IN PUBLIC RIGHT-OF-WAY

THIS AGREEMENT is made in the City of Green Bay, Brown County, Wisconsin, by and between the City of Green Bay, Wisconsin, a municipal corporation (hereinafter "City"), and Kerry F. Rathburn doing business as Star Electric (hereinafter "Star").

WHEREAS, Star wishes to install a groundwater monitoring well in the Winford Avenue right-of-way, adjacent to the property at 1148 Velp Avenue, more specifically described in the map attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, the City of Green Bay has granted Star permission to allow such encroachment to be placed on City property subject to provisions of insurance, execution of a Hold Harmless Agreement and the City's Department of Public Works final approval as to the elevation of the top of the well; and

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the parties herein,

IT IS AGREED AS FOLLOWS:

1. City grants to Star permission to install a groundwater monitoring well for the purpose of groundwater monitoring in the Winford Avenue right-of-way, adjacent to the property at 1148 Velp Avenue , as more fully set forth in Exhibit A.
2. The elevation of the top of such groundwater monitoring well shall be approved by the Department of Public Works.
3. A street excavation permit and street obstruction permit must be obtained by the drilling company before any drilling within the right-of-way commences.

4. Star agrees to provide City a Certificate of Insurance indicating the coverage and policy limits of an insurance policy, including contractual liability and a written 30 days prior notice of cancellation, covering the premises at the Winford Avenue City right-of-way, including the right-of-way and activities at issue in this Agreement and specifically any injury or damage that may occur pursuant to the permission so granted. Said insurance policy to be maintained in full force and effect throughout the duration of this Agreement and shall name the City as an additional insured. Said Certificate of Insurance is hereby incorporated by reference and shall contain coverage limits as specified in attached Exhibit B.
5. Star hereby agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and 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 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 any act, omission, fault, or negligence, whether active or passive, of Star or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay,

its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Star shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives 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.

In the event that Star employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Star responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

6. In the event the City or a public utility deem it necessary to install, maintain or replace a public utility facility within the right-of-way which will cause the removal of the groundwater monitoring well for a temporary time period, Star, at its expense, shall remove the groundwater monitoring well for the time period required, and reinstall the groundwater monitoring well after the utility work is completed. Star shall receive a written notice to remove the groundwater monitoring well seven (7) days prior to the installation or maintenance of the public utility facility. If Star does not have the groundwater monitoring well removed within seven (7) days, the City or public utility shall remove the groundwater monitoring well and charge Star for all

expenses incurred from the removal and reinstallation of the groundwater monitoring well.

7. If the City determines that it is in its best interest to revoke the authorization for the groundwater monitoring well, then Star, upon seven (7) days written notification by the City, shall promptly remove the groundwater monitoring well from the street right of way. If Star does not have the groundwater monitoring well removed within seven (7) days of a written notice to remove, the City shall remove the groundwater monitoring well and charge Star for all expenses incurred from the removal of the groundwater monitoring well.
8. Star agrees to abandon, according to DNR rules, such groundwater monitoring well from the public right-of-way at the subject property at its own expense upon notice of termination by the City pursuant to paragraph 7.
9. Unless terminated by the City pursuant to paragraph 7, this Agreement shall continue in full force and effect until such time as such groundwater monitoring well is abandoned by Star in accordance with the rules and regulations applicable to such practices at the time of abandonment. Star shall cap the abandoned well on the surface with a similar surface material and thickness (i.e., turf, gravel, asphalt or concrete).

SIGNATURE PAGE TO FOLLOW

Dated this 6th day of SEPTEMBER 2018.

KERRY F. RATHBURN –
DOING BUSINESS AS STAR ELECTRIC

KERRY F. RATHBURN
PRESIDENT
Print or type name and title above

Kerry F. Rathburn
Kerry F. Rathburn
Print or type name and title above

STATE OF WISCONSIN)
)ss.
COUNTY OF BROWN)

Personally appeared before me this 6th day of SEPT, 2018, the above named Kerry F. Rathburn, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Notary Public
Jon D. Anderson, Esq.

Print or type name of Notary Public above
Brown County, Wisconsin
My Commission Expires: permanent

Dated this _____ day of _____, 20_____

CITY OF GREEN BAY

By: Steven M Grenier, P.E.
Director of Public Works

STATE OF WISCONSIN)
)ss.
COUNTY OF BROWN)

Personally appeared before me this ____ day of _____, 20____, the above named Steven M Grenier, P.E. , Director of Public Works, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
Brown County, WI
My Commission Expires: _____

EXHIBIT A

Star Electric, 1142-1146 Velp Ave.,



A map key (legend) and other information about this map is available at: maps.gis.co.brown.wi.us
Geographic Information System (GIS) data provided by: Brown County Planning & Land Services Department
Brown County is not responsible for user-drawn graphics that may have been added to this GIS base map.
This map is intended for advisory purposes only. It is based on sources believed to be reliable, but Brown County distributes this information on an "As Is" basis. No warranties are implied. Boundaries shown on this map are general representations only and should not be used for legal documentation, boundary survey determinations, or other property boundary issues.

09/04/2018
Scale 1:480



STARELE-02

MSWAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/07/2018

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

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

PRODUCER Johnson Insurance Northeast 318 South Washington Street Green Bay, WI 54301	CONTACT NAME: Meghan Swan	
	PHONE (A/C, No, Ext): (920) 445-7416 FAX (A/C, No): (877) 254-8586	
	E-MAIL ADDRESS: mswan@johnsonins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Acuity, A Mutual Insurance Co	14184
INSURED Star Electric Service Inc 1142 Velp Ave Green Bay, WI 54303	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		L16193	01/11/2018	01/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			L16193	01/11/2018	01/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			L16193	01/11/2018	01/11/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		L16193	01/11/2018	01/11/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Green Bay
100 N Jefferson St Rm 608
Green Bay, WI 54301

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

EXHIBIT B

1. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (a) \$1,000,000 general aggregate
 - (b) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Independent Contractors

2. BUSINESS AUTOMOBILE COVERAGE

Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:

- \$100,000 Each Accident
- \$500,000 Disease Policy Limit
- \$100,000 Disease - Each Employee

4. ADDITIONAL PROVISIONS

*** Additional Insured –**

On the General Liability City of Green Bay, and its officers, council members, agents, employees, and authorized volunteers shall be "Additional Insureds."

*** Endorsement -**

The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

September 10, 2018

PREPARED BY

AGENDA ITEM # D.7.

Consideration with possible action on review and award of bids for rubber surfacing for the DOWNTOWN POCKET PARK project.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Copy of #3086 Quote Summary

CITY OF GREEN BAY QUOTE SUMMARY**RFQ #3086****Poured in Place Rubber Safety Surface
for the Downtown Pocket Park**

Dept: PRF	Req #204	VENDOR #1	VENDOR #2
Planholders:	CC #988	Northland Recreation, LLC	Bluemel's Garden & Landscape Center
Issued: 8/22/18	Due: 9/4/18	Woodbury, MN	Greenfield, WI
DESCRIPTION		LUMP SUM	LUMP SUM
TOTAL COST of all labor, materials & equipment necessary to perform the Poured In Place Rubber Safety Surface project at the Downtown Pocket Park located at 301 N. Adams St.		\$ 31,743.00	\$ 44,805.00
Optional: Due to steep nature, recommendation that top coat be 1/2" thick rather than 3/8" thick. Additional cost of:		\$ 4,899.00	1/2" is their standard
Filter Fabric was specified for the project but is not necessary in this application. Deduct:		Vendor's quote did not include filter fabric	Deduct \$1160
TOTAL COST:		\$ 36,642.00	\$ 43,645.00
Payment Terms Net 30 Early Payment Discount:		Net 30	Net 30
Accepts credit card payments:		No	Yes

Recommendation: Award to the lowest responsive, responsible vendor



Report to the
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MEETING DATE

September 10, 2018

PREPARED BY

AGENDA ITEM # D.8.

Consideration with possible action on request by Ald. Lefebvre to extend special assessment payments for pavement construction from 5 years to 10 years when requested by residents.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

September 10, 2018

PREPARED BY

AGENDA ITEM # D.9.

Consideration with possible action on request by Ald. Wery to review how sidewalk replacements are funded.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

September 10, 2018

PREPARED BY

AGENDA ITEM # D.10.

Consideration with possible action on request by the Department of Public Works on proposed 2019 Parking Division rates and fees report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
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MEETING DATE

September 10, 2018

PREPARED BY

AGENDA ITEM # D.I I.

Consideration with possible action on request by the Department of Public Works on proposed 2018-2019 winter contractor rates report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

September 10, 2018

PREPARED BY

AGENDA ITEM # D.12.

Consideration with possible action on a request by the Department of Public Works to reimburse Greenwood Hospitality \$30,000 for repairs to the Pine Street Ramp Skywalk in accordance with the provisions of the Hotel Northland Developer's Agreement.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 18-0530 Pine St Ramp Skywalk Bid Doc
2. Hotel Northland Skywalk Repairs 9 5 2018

KEYED NOTES

- 105 PATCH AND REPAIR CONCRETE WALK AND SEAL PERIMETER JOINTS AS NEEDED. CONCRETE TO RECEIVE TRAFFIC COATING (MASTERSEAL TRAFFIC 1500 BOD).
- 106 INSTALL CLEAR TEMPERED, LAMINATED GLASS IN EXISTING STOREFRONT FRAMING.
- 107 EXPOSED STEEL TO BE PAINTED BRONZE TO MATCH STOREFRONT FINISH. SEE 09 9113 EXTERIOR PAINTING AND RELATED REQUIREMENTS. FINAL COLOR TO BE SELECTED BY ARCHITECT FROM MANUFACTURER'S STANDARD RANGE.
- 108 NEW CORRUGATED METAL ROOF DECK, COVER BOARD OR RIGID INSULATION, AND EPDM ROOF MEMBRANE ASSEMBLY OVER EXISTING STRUCTURE. PROVIDE SHEET METAL FLASHING AND TRIM AT ROOF EDGE/STOREFRONT HEAD. STRUCTURE OR RIGID INSULATION TO SLOPE TOWARDS EXISTING BUILDING TO GUTTER, OPEN-FACED DOWNSPOUT AND SPLASH BLOCK @ EXTERIOR WALL. MEMBRANE/FLASHING TO EXTEND VERTICALLY AND TERMINATE MIN. 8" AT MASONRY WALL.
- 109 PROVIDE ADA COMPLIANT PAINTED STEEL-PIPE HANDRAIL IF SLOPE IS GREATER THAN 1:20. CONTRACTOR TO VERIFY SLOPE.

Revisions

BID DOCUMENTS

Drawing Date
05/30/2018

HOTEL NORTHLAND

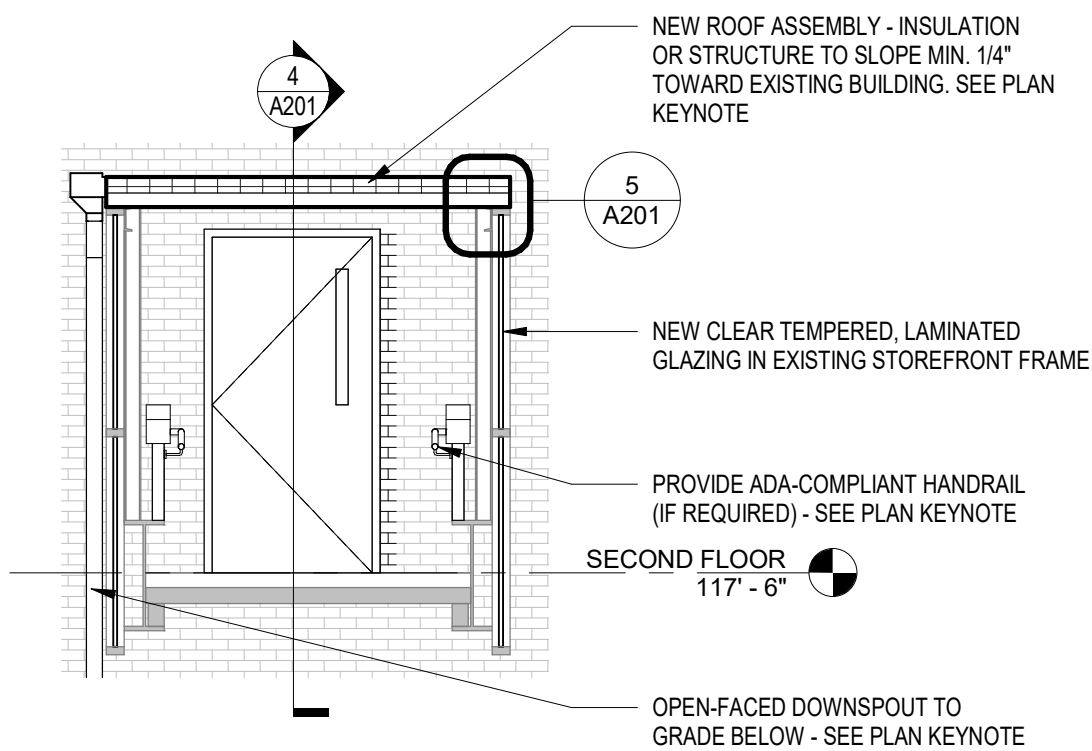
304 NORTH ADAMS ST.
GREEN BAY, WI 54301

Project No. HOTEL NORTHLAND,
214013.00 LLC.

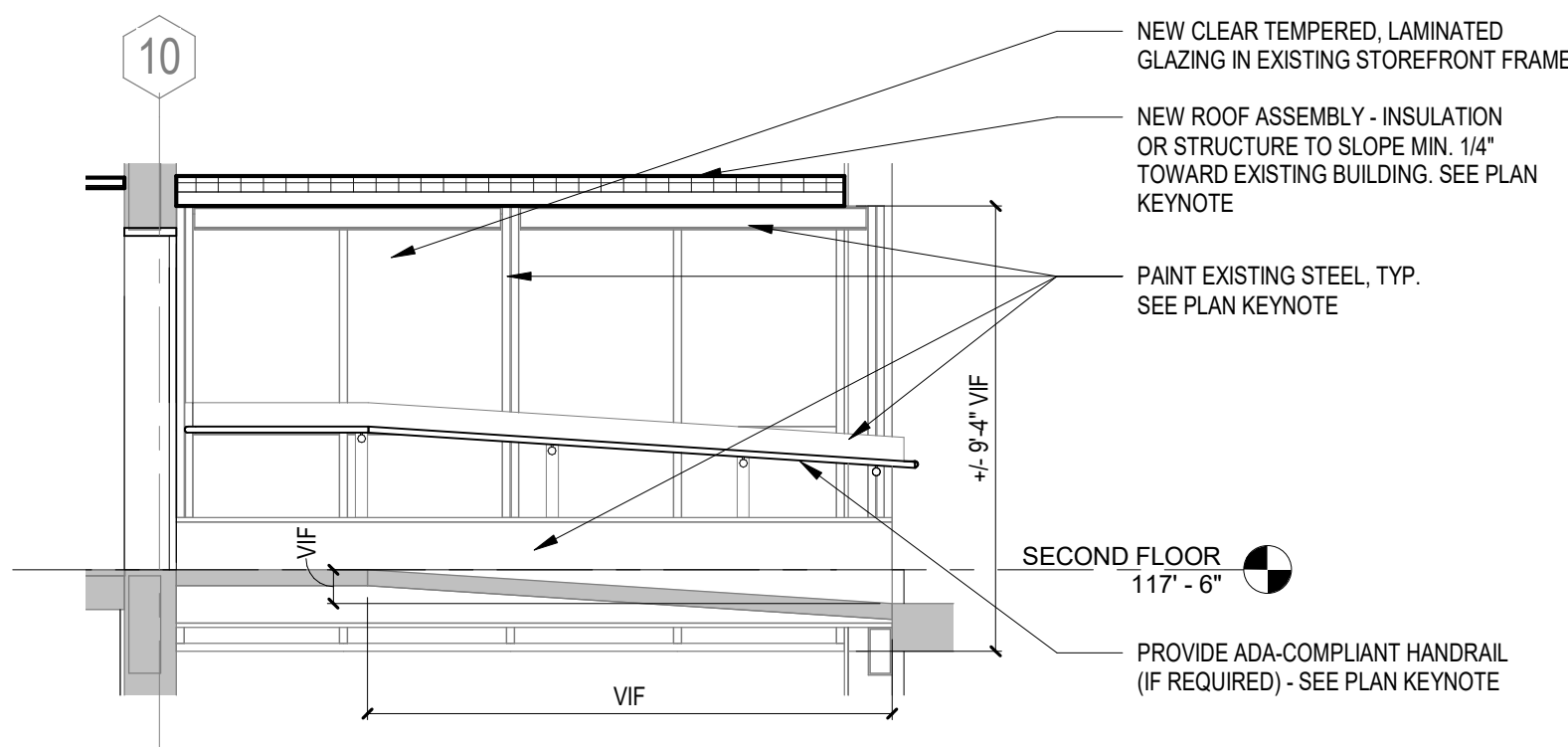
Sheet Title
2ND FLOOR SKYWALK

111 West Wisconsin Avenue, Milwaukee, Wisconsin 53203
Telephone 414.272.2000 Fax 414.272.2001
44 East Milillin Street, Suite 700, Madison, Wisconsin 53703
Telephone 608.283.6300 Fax 608.283.6317

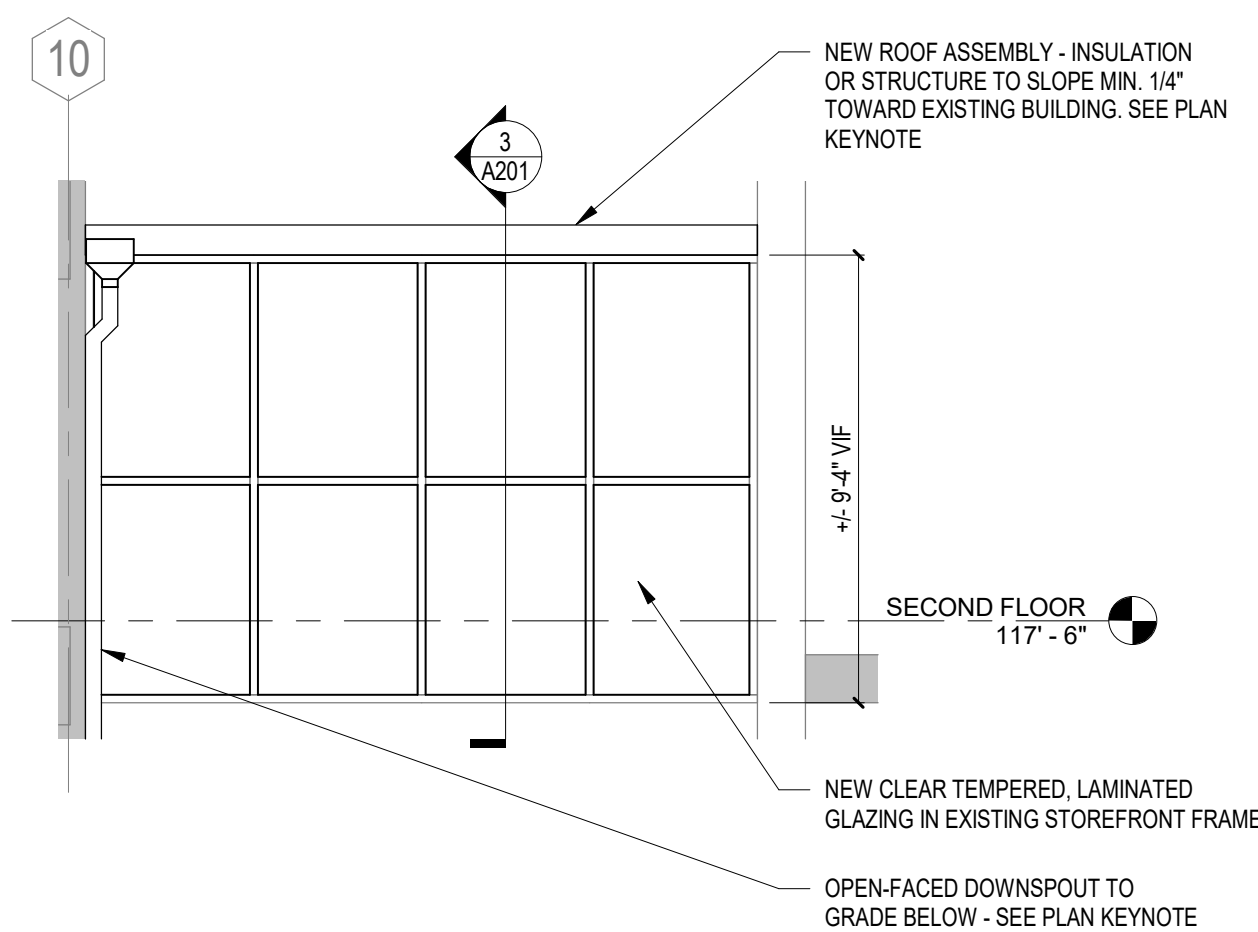
Sheet No.
A201



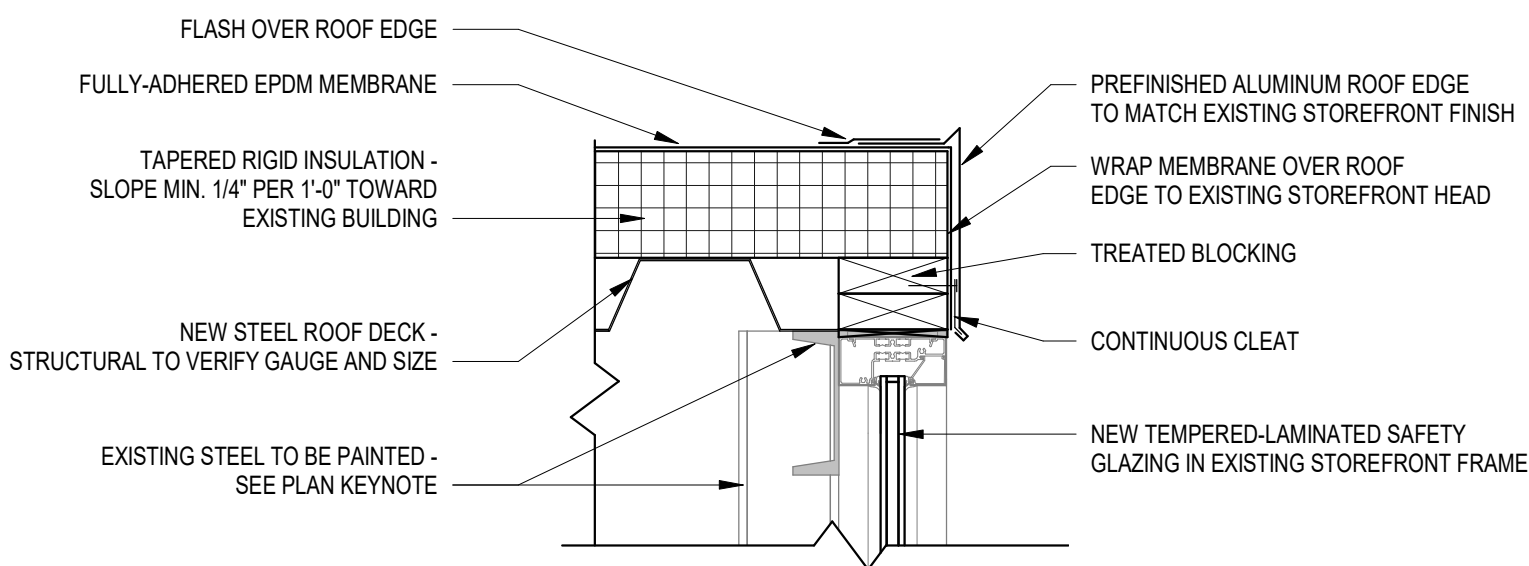
3 SECOND FLOOR SKYWALK - SECTION
1/4" = 1'-0"



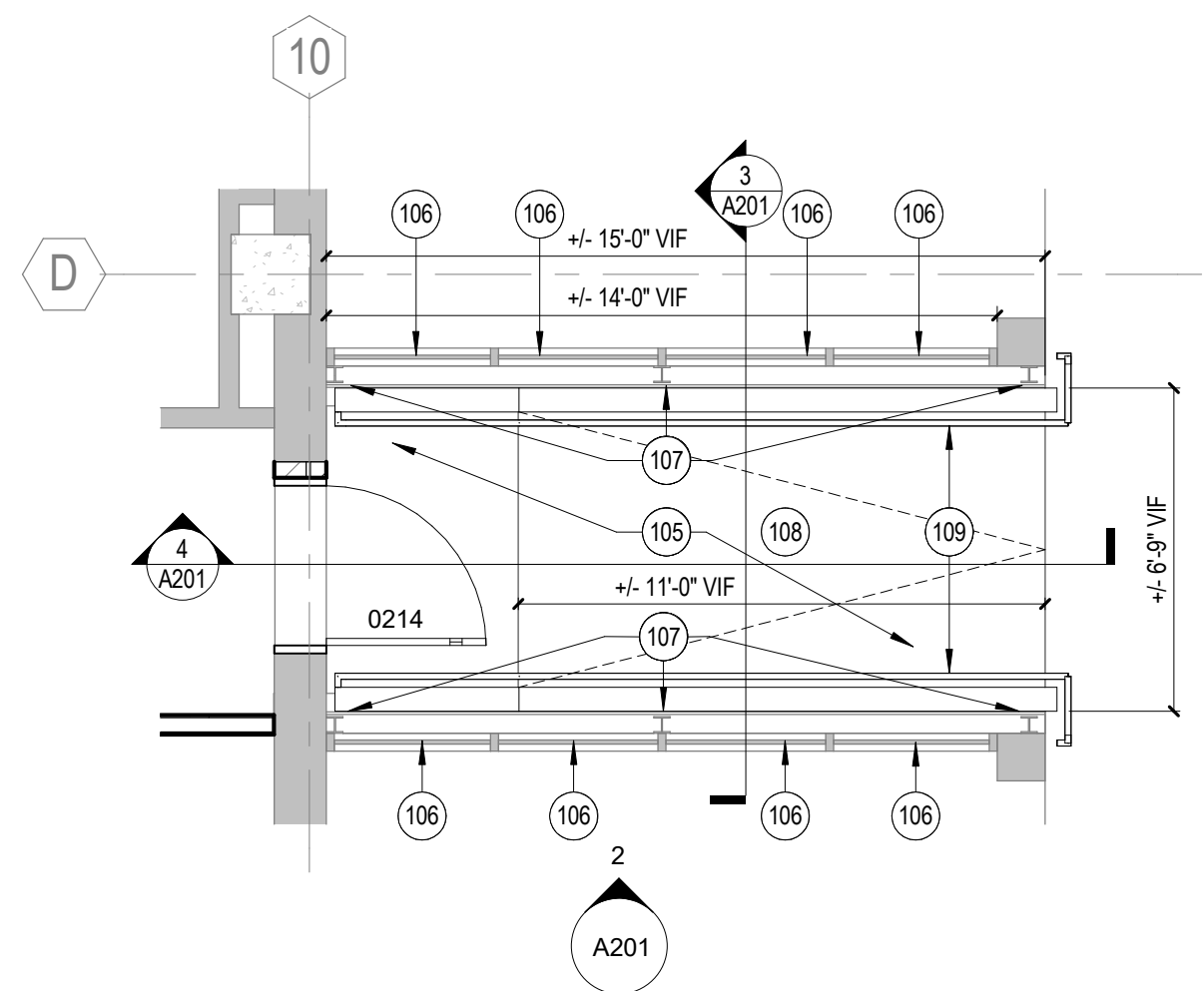
4 SECOND FLOOR SKYWALK - SECTION
1/4" = 1'-0"



2 SECOND FLOOR SKYWALK - ELEVATION
1/4" = 1'-0"



5 DETAIL - ROOF ASSEMBLY
1 1/2" = 1'-0"



1 02 SECOND FLOOR ENLARGED PLAN - SKYWALK
1/4" = 1'-0"

Hotel Northland			
Skywalk			
DATE:	8/29/18		Proposal
SF:	0		
SECTION	DESCRIPTION		
DIV 2 SITEWORK			
02100	ABATEMENT	AAR	\$4,950.00
02500	SELECTIVE DEMOLITION	GANTHER	\$1,270.00
DIV 7 THERMAL			
07530	ROOFING	CRANDALL AND ASSOCIATES	\$8,500.00
DIV 8 DOORS AND WINDOWS			
08410	ALUMINUM / GLASS	TRI-CITY GLASS	\$7,850.00
DIV 9 FINISHES			
09900	PAINTS AND COATINGS	DAVIS	\$1,890.00
DIV 16 ELECTRICAL			
16100	ELECTRICAL	FAITH	\$1,495.00
CONTRACTOR FEES			
	CM FEE	GANTHER	\$2,495.00
DESIGN FEE			
	DESIGN FEE	KS	\$1,300.00
GENERAL CONDITIONS			
01000	GENERAL CONDITIONS	GANTHER	\$0.00
TOTAL COST			\$29,750.00



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

September 10, 2018

PREPARED BY

AGENDA ITEM # D.13.

Consideration with possible action on a request by the Department of Public Works to approve Amendment IX of the Brown County Municipal Recycling Agreement.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Brown County Municipal Recycling Agreement Amendment IX

PORT & RESOURCE RECOVERY DEPARTMENT

Brown County

2561 SOUTH BROADWAY
GREEN BAY, WI 54304

PHONE: (920) 492-4950 FAX: (920) 492-4957

DEAN R. HAEN

DIRECTOR

August 27, 2018

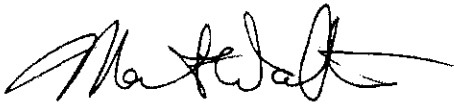
Steve Greiner
City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

Dear Steve,

Enclosed is a copy of Amendment IX of the Brown County Municipal Recycling Agreement for your signatures. Please print and sign two copies (2) then return them to us after which we will have them executed and a copy returned for your files. Execution of this amendment ensures your eligibility for the 2019 Wisconsin Recycling Consolidation Grant.

If you should have any additional questions or comments, please contact me at (920) 492-4965 or via email Walter_MA@co.brown.wi.us.

Sincerely,



Mark Walter
Business Development Manager

Enclosure

BROWN COUNTY MUNICIPAL RECYCLING AGREEMENT

AMENDMENT IX

This amendment is intended to reaffirm the existing language set forth in the Municipal Recycling Agreement in order to establish eligibility for the 2019 Wisconsin Recycling Consolidation Grant.

The existing agreement is a cooperative agreement for the joint provision of recycling services including education and outreach, collection and transport of recyclables to a materials recovery facility, and performing comprehensive program planning.

The following Brown County Municipalities recognize the fact that they are Partner Communities with Brown County in the Municipal Recycling Agreement:

City of Green Bay	Town of Green Bay
City of DePere	Town of Holland
Village of Allouez	Town of Humboldt
Village of Ashwaubenon	Town of Lawrence
Village of Bellevue	Town of Ledgeview
Village of Hobart	Town of Pittsfield
Village of Howard	Town of Rockland
Village of Pulaski	Town of Scott
Village of Suamico	Town of Wrightstown
Village of Wrightstown	Oneida Tribe of Indians of WI

City of Green Bay

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Dated: _____

BROWN COUNTY

By: _____

Its: _____

Dated: _____

BROWN COUNTY MUNICIPAL RECYCLING AGREEMENT

AMENDMENT IX

This amendment is intended to reaffirm the existing language set forth in the Municipal Recycling Agreement in order to establish eligibility for the 2019 Wisconsin Recycling Consolidation Grant.

The existing agreement is a cooperative agreement for the joint provision of recycling services including education and outreach, collection and transport of recyclables to a materials recovery facility, and performing comprehensive program planning.

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City of Green Bay	Town of Green Bay
City of DePere	Town of Holland
Village of Allouez	Town of Humboldt
Village of Ashwaubenon	Town of Lawrence
Village of Bellevue	Town of Ledgeview
Village of Hobart	Town of Pittsfield
Village of Howard	Town of Rockland
Village of Pulaski	Town of Scott
Village of Suamico	Town of Wrightstown
Village of Wrightstown	Oneida Tribe of Indians of WI

City of Green Bay

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

BROWN COUNTY

By: _____

Its: _____

Dated: _____



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

September 10, 2018

PREPARED BY

AGENDA ITEM # D.14.

Consideration with possible action on request by the Department of Public Works to enter into an agreement for professional services for the Nitschke Bridge hydraulic pump replacement design in the amount of \$68,732.36.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. AECOM Professional Services Agreement for Nitschke Bridge Hydraulic Pump Replacement Design

**AMENDMENT TO ORIGINAL
STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF GREEN BAY AND CONSULTANT**

**Project: Nitschke Bascule
Bridge Hydraulic Pump
Replacement Design**

THIS AGREEMENT is made this 13th day of August, 2018, by and between the City of Green Bay, a municipal corporation of the State of Wisconsin, located in Brown County, Wisconsin, (hereinafter called "City") and AECOM Technical Services (hereinafter called "Consultant").

NOW, THEREFORE, in consideration of the following terms and conditions, City and Consultant mutually agree as follows:

1. SCOPE OF WORK

Consultant agrees to perform all services as described:

- Nitschke Bridge Hydraulic System Upgrades:
 - Mechanical Design Tasks
 - Field verification of existing hydraulic system configuration
 - Design new primary pumps
 - Identify proper filter media
 - Verify that reservoirs can be re-used
 - Verify that hydraulic motors can be rebuilt
 - No scope required for electric motors
 - Update calculations for new hydraulic components
 - Electrical Design Tasks
 - Flashing light for filter change
 - Hydraulic oil heating system
 - PSE
 - Plan Production
 - Bridge Title Sheet, Index of Sheets
 - Overall Bridge GP&E
 - Rehabilitation General Notes Sheet
 - Mechanical System Notes
 - Existing Hydraulic Schematics
 - New Hydraulic Schematics
 - Hydraulic System Bill of Materials
 - Specifications
 - Mechanical Technical Specifications
 - ✓ Pumps - Installation & Testing Procedure
 - ✓ Hydraulic Motors – Removal, Testing & Installation Procedure
 - ✓ Charge Pumps & Valves – Installation and Testing Procedure
 - ✓ Oil Sampling PM Program Outline
 - ✓ Hydraulic System/Bridge Functional Checkout Procedure
 - Estimate – Project Cost Estimate
 - Meetings required as part of the design process are limited to the following:
 - Coordination meetings (Phone)
 - Initial Field Inspection and Data Collection
 - Plan in Hand Review/Verification
 - Construction Services and Field Review is limited to the following:
 - Pre-bid Meeting
 - Pre-construction Meeting
 - Submittal Reviews

- RFI Responses
- Construction Inspection – Site Visits (2)
- Acceptance Testing Review Site Visit (1)
- Schedule:
 - AECOM Notice to Proceed: September 1, 2018
 - Final PSE Documents: November 1, 2018
 - Contractor Start Date: December 1, 2018
 - Construction Complete: April 15, 2018
- Deliverables
 - Final Plans, Specs, and Estimate

2. FEES

Total fees payable to Consultant shall not exceed the amount of [\$68,732.36] for all services, materials, equipment, and authorized reimbursable expenses under this Agreement unless an Amendment to Agreement, signed by both parties, approves additional fees in writing. Any such additional fees shall be defined in writing and authorized prior to execution of such work.

3. AMENDMENTS TO AGREEMENT

This Agreement may be amended only by written instrument signed by both parties. If in the reasonable judgment of the City, the scope or nature of the services to be performed by Consultant change or deviate materially from the scope or nature of the services described above, the City may, at its discretion, suspend performance of its services until a written agreement superseding this Agreement and adjusting the scope, schedule, and terms and conditions has been executed. Where additional work is to be completed on a time and expense compensation, charges shall be in accordance with the fee schedule submitted with the Consultant's Proposal.

4. COMPENSATION

City agrees to pay for services provided in accordance with the compensation provisions described in the Consultant's Proposal. Consultant will bill the City, no more than monthly, with net payment due in 30-days from the invoice date. Consultant may, after giving 72-hour notice, suspend service under the Agreement until the City has paid all amounts in full due for services rendered and expenses incurred.

5. INDEMNIFICATION (HOLD HARMLESS) AGREEMENT

Consultant hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and 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 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 any act, omission, fault, or negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf even if liability is also sought to be imposed on City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant will indemnify and hold harmless the City for any claims by reason of its negligent acts, errors or omissions for professional services. The obligation to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers and each of them, shall be applicable except to the extent the liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant shall reimburse the City, its elected and appointed officials, officers, employees, agent or

authorized representatives 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.

In the event that Consultant employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Consultant's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

6. INSURANCE

Consultant shall not commence work under this Agreement until it has obtained the insurance required herein. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin. All coverages shall be with carriers acceptable to the City. A minimum AM Best Rating of A-VII is required.

It is hereby understood and agreed that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss.

Worker's Compensation and Employers Liability Minimum Requirements as required by Statute: Consultant shall cover or insure under applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. Consultant shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee.

Liability Insurance: Consultant shall procure and maintain during the life of this Agreement the following Commercial General Liability Insurance and Automobile Liability insurances:

A. PROFESSIONAL LIABILITY (Errors and Omissions)

- (1) Minimum Limits
 - (a) \$2,000,000 each claim/\$3,000,000 annual aggregate
 - (b) Any deductible not to exceed \$25,000 each claim
- (2) Must continue coverage for 3 years after final payment for service/job

B. GENERAL LIABILITY COVERAGE

- (1) Commercial General Liability
 - (a) \$4,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$2,000,000 each occurrence limit
- (2) Claims made form of coverage is not acceptable.
- (3) Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury

- (d) Explosion, collapse and underground coverage
- (e) Products/Completed Operations
- (f) Independent Contractors

C. BUSINESS AUTOMOBILE COVERAGE

- (1) Minimum Limits - \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- (2). Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

Additional Insured: Consultant shall name the City, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers as Additional Insured on the General Liability Coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess.

Waiver of Workers Compensation Subrogation: The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

Cancellation Notice: All insurances required by this Agreement shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Ten (10) days for Non-Renewal shall be sent to: City of Green Bay; Attn: Risk Management; 100 North Jefferson St.; Green Bay, WI 54301.

Proof of Insurance Coverage: Consultant shall provide to the City, at the time this Agreement is returned for execution, Certificates of Insurance, acceptable to the City. Additional Insured Policy endorsement must accompany the Certificate of Insurance. A copy of the Certificate of Insurance must be on file with Risk Management. If no Certificates of Insurance are provided to the City upon execution of this Agreement, the Agreement shall be null and void. Consultant will not provide copies of its insurance policies, but under necessary circumstances, the policies may be made available for review in redacted form on Consultant's premises with sufficient advance notice.

Continuation of Coverage: If any of the above coverage expires during the term of this Agreement, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

7. DISPUTE RESOLUTION

All claims, disputes or any other matters in question between the parties arising out of or relating to this Agreement or breach thereof shall be subject to mediation as a condition precedent to the institution of any legal proceedings by either party. If such claim, dispute or any other matter involves a lien arising out of Consultant's services, Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the current Mediation Rules of the American Arbitration Association unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association.

The parties shall share equally the mediator's and any filing fees. Mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall have the same force and effect as settlements in any court having jurisdiction thereof.

8. ACCESS/UTILITIES

The City will arrange access to the site, as necessary, for Consultant to complete the work. Consultant will take reasonable precautions to minimize any damage to the site due to its operation. Site restoration is not included unless specifically requested by the City.

9. SAFETY

Consultant shall comply with all Occupational Safety and Health Administration (OSHA) and State and Local safety and health standards and any other applicable rules and regulations.

Consultant's work or field personnel shall not be responsible for determining or implementing the means, methods, techniques, sequences or procedures of construction. Consultant will not be responsible for evaluating, reporting or effecting job conditions concerning health, safety or welfare, unless specifically requested in writing. Consultant's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with contract documents.

10. OWNERSHIP OF DOCUMENTS

Any reports, specifications, drawings, or other documents prepared by the Consultant in the performance of its obligations under this Agreement shall become the property of the City. All such materials shall be returned to the City upon completion, termination, or cancellation of this Agreement and payment in full of all monies due the Consultant. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than the performance of all Consultant's obligations under this Agreement without the written consent of the City. The City agrees that the Consultant shall not be responsible for any re-use by the City, or by third parties that obtained the documents from or through the City, for purposes other than original intent of the documents provided by the Consultant.

11. SAMPLES

Unless otherwise agreed or consumed in testing, test specimens shall be retained for a minimum of thirty (30) days following submission of final report.

12. ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not subcontract, assign or transfer any interest in this Agreement or any payments due hereunder except upon prior written consent of the City. All terms, conditions, covenants and agreements herein shall extend to and be obligatory upon any successors or assigns of Consultant upon the execution of any written consent by the City. Consent shall not be given to any proposed assignment that would release the Consultant of their responsibilities under this Agreement.

13. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate this Agreement, or any part of this Agreement, upon fourteen (14) days written notice. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

14. TERMINATION FOR CAUSE

Either party may terminate this Agreement in the event the other party fails to fulfill any of its obligations under this Agreement in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement. Termination of the Agreement is accomplished by the party initiating the

termination giving fourteen (14) days written notice to the other party. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

15. NO DISCRIMINATION

During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

16. SEVERABILITY

In the event that any section, clause or portion of this Agreement shall be adjudged or decreed to be invalid, the remainder of the Agreement shall remain in full force and not be affected by such judgment.

17. APPLICABLE LAWS

This Agreement shall be governed in all respects by the laws of State of Wisconsin.

18. ENTIRE AGREEMENT

This Agreement, together with the City's Request for Quotation (dated [Insert date]), Consultant's Quotation (dated [Insert date]), the attachments appended hereto, and all documents, drawings, specifications, and instruments specifically incorporated herein and made a part hereof, shall constitute the entire Agreement of the parties.

19. COMPLIANCE WITH LAWS

Consultant is responsible to see that services and documents furnished by Consultant conform to the applicable laws, rules, regulations, codes, orders, and special requirements, except as may be specifically provided otherwise herein.

20. TIME

This Agreement shall be effective on _____, 20____ (which is the Effective Date of the Agreement).

All schedules are to be strictly met.

CITY

CONSULTANT

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

September 10, 2018

PREPARED BY

AGENDA ITEM # D.15.

Consideration with possible action whether a sanitary sewer credit / refund should be granted at 2355 Eastman Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

September 10, 2018

PREPARED BY

AGENDA ITEM # D.16.

Consideration with possible action on the report of the Purchasing Manager to contract with Rotating Equipment Repair (RER) for the repair of two (2) pumps at the Harvey Street Storm Sewer Lift Station for \$74,514.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 9-12-18 IS Lift Station Pump Repair



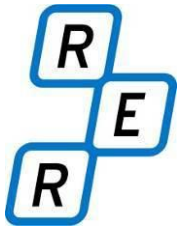
CITY OF GREEN BAY - PURCHASING DIVISION

TO: I & S Committee
FR: Rick Jensen, Purchasing Manager
DT: September 12, 2018
RE: Purchasing Report
Cc: Steve Grenier, James Brunette, Matt Heckenlaible, Diana Ellenbecker

Report of the Purchasing Manager:

1. Request approval to contract with Rotating Equipment Repair (RER) for the repair of two (2) pumps at the Harvey Street Storm Sewer Lift Station for \$74,514.

Improvement and Services - Report of the Purchasing Manager					
Description	Spec #	Funding Source	Awarded Vendor	# Responses	\$ Amount
Pump Repair, Harvey St. Storm Sewer Lift Station			Rasmussen Electric LLC	Single Source	\$74,514



Rotating Equipment Repair

W 248 N 5550 Executive Drive

Sussex, WI 53089

phone . 262 . 820 . 2525 fax . 262 . 820 . 2233

Friday, January 26, 2018

City of Green Bay Department of Public Works

100 N Jefferson St, Room 101

Green Bay, WI 54301

Attn: Mike DeNiel

Subject: Budgetary Repair for the Harvey Pumping Station Fairbanks Morse Lift Pumps (#20180035)

DISASSEMBLY, BLAST CLEAN & INSPECTION

Upon receipt of the subject pumps listed above, we will completely disassemble and glass bead blast clean all applicable components in order to remove scale and debris. All components will then be visually and dimensionally checked for size, condition and suitable reuse. Shafting and the impellers will be magnetic- particle tested for cracking if considered reusable.

A comprehensive inspection report outlining all "as found" conditions as well as any visual discrepancies would be prepared. Any relevant conditions would be digitally photographed and added within the report. Also included would be a detailed repair procedure, including price, which specifies all of the repairs necessary to restore the pump to its original performance and like new condition.

SHAFTS:

The shafts will be check dimensionally and for run-out. All four shafts will be worn at the bearing journals.

The shafts will be placed in a lathe and polished. We are assuming that metal spraying of the bearing turns is not required.

LINE-SHAFT COUPLINGS:

The line-shaft couplings will be in good condition and re-used.

IMPELLER:

The impeller wear surface is will be worn. We will assume the key is acceptable to re-use.

Each of the impeller vane tips will be built up with weld by 0.375". The impeller will be placed in our vertical boring mill and the vane tips finish machined to the correct height and to match the diameter of the diffuser wear surface. The vanes will be hand dressed to remove a burr left after machining. The impeller will be dynamically balanced per an ISO 1940 Grade 2.5 specification.

SUCTION BELL:

The bearing will be worn. We will assume the fit to the diffuser is acceptable.

A new bearing will be manufactured from Magnolia 120 high-lead bronze, installed and then finish machined to insure concentricity throughout one pump centerline. The discharge vanes will be hand dressed as required.

DIFFUSER:

The lower bearing will be worn. We will assume the fit to the column is acceptable. The wear diameter for the impeller will be only very lightly worn. The inlet vanes will be rough and eroded.

The lower bearing will be manufactured from high-lead bronze, installed then finish machined to ensure concentricity throughout one pump centerline. The diffuser wear surface will be machined minimally. The vanes will be hand dressed back to original contour, a bullet nose design.

LOWER COLUMN, DISCHARGE ELBOW and MOTOR PEDESTAL:

The lower column, discharge elbow and motor pedestal will be in fair condition. No work will be required at this time.

STUFFING BOX and PLATE:

The stuffing box bearing, which is integral to the stuffing box, is worn. We will assume the fits are acceptable.

A new bearing manufactured from high-lead bronze will be installed. The new bearing bore will be finish machined.

SHAFT TUBES and SHAFT TUBES BEARINGS/COUPLINGS :

The shaft tubes are in fair condition and will be re-used. The bearings are rubbed and worn oversized.

The threads will be chased as required and the stop faces will be skim cut to true up. Five new bearings manufactured from high-lead bronze will be installed.

MISCELLANEOUS:

The coupling, packing gland, the impeller nut and all keys are in good condition. They would be cleaned and prepared for re-use.

ASSEMBLY:

The pump will be reassembled in a vertically upright position. Below ground components would be coated with a two part marine epoxy coating. The motor pedestal would be coated with protective enamel. All hardware, gaskets, o-rings and set screws would be replaced as required. The pump will be prepared for shipment back to the Harvey St. facility.

WARRANTY:

We will warrant all parts and repairs cited herein to be free from material and workmanship defects for a one-year period of operation regardless of any period of storage prior to installation.

SUMMARY OF PARTS: The following parts will be supplied by RER:

QTY:	Description:	Material:
(1)	Suction Bell Bearing	High-Lead Bronze
(1)	Lower Diffuser Bearing	High-Lead Bronze
(5)	Shaft Tube Bearings	High-Lead Bronze
(1)	Stuffing Box Bearing	High-Lead Bronze
(1)	Lower Shaft Sleeve	Hardened 420 S.S.

The price for the repair of one pump will be \$37,257.00. Normal delivery will be 6 to 8 weeks. Please submit purchase orders to the attention of Katie Wilde at PurchaseOrders@rerpump.com. Sincerely,

Chuck Dillow
Pump Repair Engineer
(262) 820-2525 phone (262) 820-2233 fax cpd@rerpump.com



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

September 10, 2018

PREPARED BY

AGENDA ITEM # D.17.

Consideration with possible action on request by Wisconsin Public Service Corporation for an Easement across City owned Parcel 7-741-I for the N. Webster Avenue project.

BACKGROUND

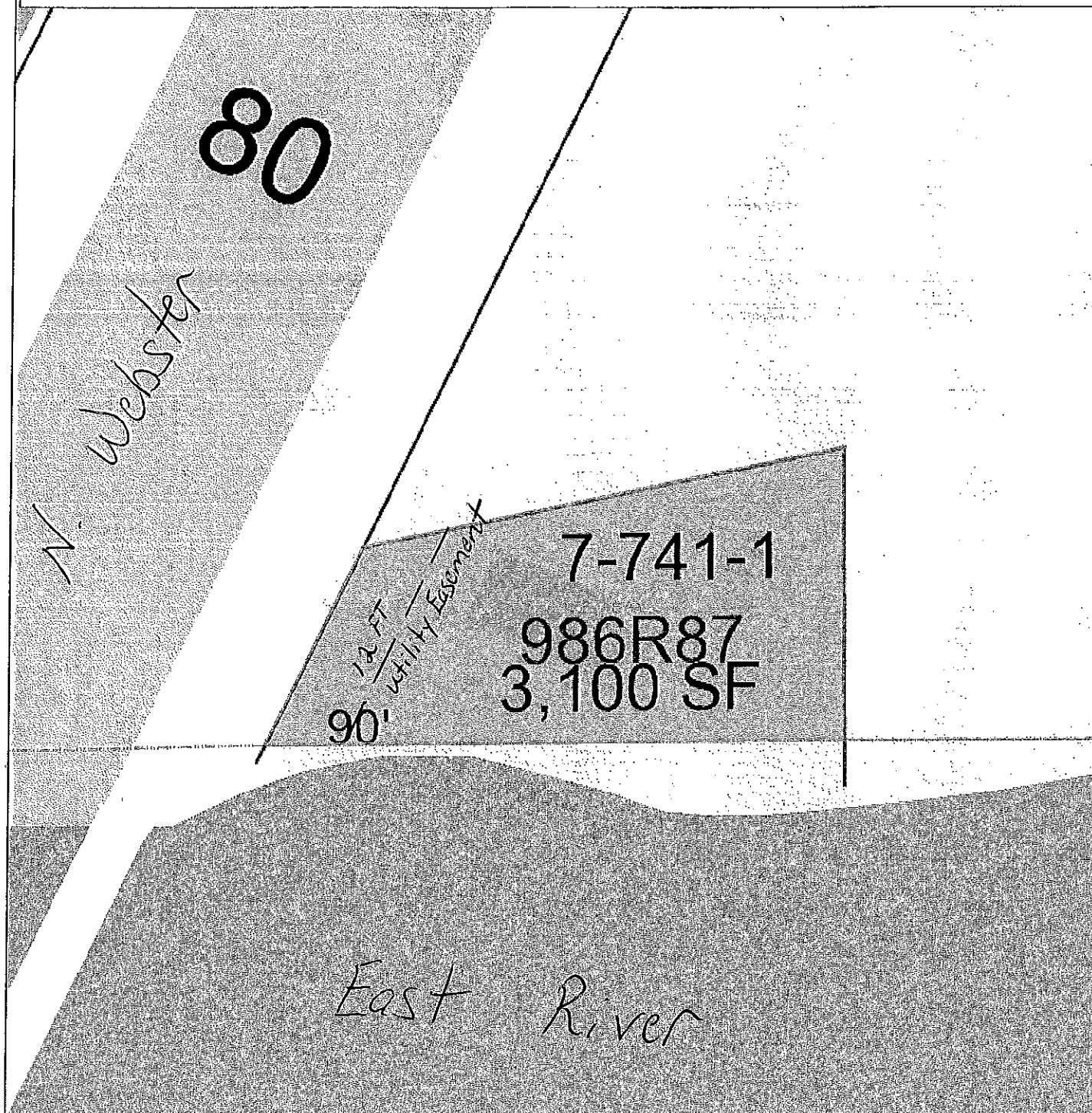
RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. WPS for an Easement for N Webster Ave Project

<Title>



A map key (legend) and other information about this map is available at: maps.gis.co.brown.wi.us
Geographic Information System (GIS) data provided by: Brown County Planning & Land Services Department
Brown County is not responsible for user-drawn graphics that may have been added to this GIS base map.

This map is intended for advisory purposes only. It is based on sources believed to be reliable, but Brown County distributes this information on an "As Is" basis. No warranties are implied. Boundaries shown on this map are general representations only and should not be used for legal documentation, boundary survey determinations, or other property boundary issues.

07/19/2018
Scale 1:240



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

September 10, 2018

PREPARED BY

AGENDA ITEM # D.18.

Report of actions taken by Department of Public Works

A. Award of contracts

1. To approve to award contract PAVEMENT 3-18 (METRO TRANSIT DRIVEWAY) to the low, responsive bidder, Peters Concrete Co., in the amount of \$611,385.73.

2. To approve to award contract SEWERS 6-18 (INCLUDING WATER MAIN) to the low, responsive bidder, PTS Contractors, Inc., in the amount of \$2,124,144.

3. To approve to award contract SEWERS 7-18 to the low, responsive bidder, Wood Sewer and Excavating, Inc., in the amount of \$161,867.

4. To approve to award contract SIDEWALKS 2018 to the low, responsive bidder, Al Dix Concrete, Inc., in the amount of \$303,465.

B. Granting of Licenses

1. Tree & Brush Trimmer

- a. Bucklin Tree Service LLC
- b. Treeo's Tree Service, Inc.

2. Underground Sprinkler System by Irrigation Doctors

- a. Irrigation Doctors
- b. Fox Valley Irrigation Inc.
- c. 4 Season Landscaping Solutions LLC

C. Real estate acquisition for Webster Avenue

1. Agreement for Purchase (Parcel Number, Address, Owner Name, Amount)

- 14 714 N Webster Avenue, James Siudzinski, \$73,000
- 23 1000 Klaus Street, Avenue Investments, LLC, \$101,000

2. Relocation Payments (Parcel Number, Address, Owner Name, Amount)

- 2C 816 N Webster Avenue, Sherri King, \$8,000
- 3A 820 N Webster Avenue, Aaron & Kristin Vandermuss, \$23,500

6	1012 N Webster Avenue, Roger Delaruelle, \$1,140
6	1012 N Webster Avenue, Roger Delaruelle, \$625
13	1002 Harvey Street, Beverly Moeser, \$51,900
14	714 N Webster Avenue, James Siudzinski, \$8,000
20	1002 Reber Street, Crooked Wood Corp., \$2,800
22a	1005 Berner Street, Regina Donaldson, \$1,765
24a	1008 Vanderbraak Street, Don Lecher, \$33,832

3. Administrative Revision (Parcel Number, Address, Owner Name, Amount)

24	1008 Vanderbraak Street, Dale & Kathleen Kelsey, \$73,000
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4. Deed (Parcel Number, Address, Owner Name, Amount)

71 Remnant	1030 Weise Street, Ed & Associates, \$32,970
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BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bid Summary - Public (PAVEMENT 3-18)
2. Bid Summary - Public (SEWERS 6-18 INCLUDING WATER MAIN)
3. Bid Summary - Public (SEWERS 7-18)
4. Bid Summary - Public (SIDEWALKS 2018)

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

PAVEMENT 3-18

Tuesday, July 31, 2018

Contractor	Bid	Bid Bond
PETERS CONCRETE CO.	\$611,385.73	5%
VINTON CONSTRUCTION CO.	\$618,144.84	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SEWERS 6-18 (INCLUDING WATER MAIN)

Tuesday, July 31, 2018

Contractor	Bid	Bid Bond
PTS CONTRACTORS INC	\$2,124,144.00	5%
ADVANCE CONSTRUCTION INC	\$2,573,070.50	5%
DORNER INC	\$3,833,185.50	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SEWERS 7-18

Tuesday, August 21, 2018

Contractor	Bid	Bid Bond
WOOD SEWER & EXCAVATING INC	\$161,867.00	5%
ADVANCE CONSTRUCTION INC	\$170,724.80	5%
VAN STRATEN CONSTRUCTION CO INC	\$188,025.00	5%
JOSSART BROTHERS INC	\$190,994.50	5%
DORNER INC	\$193,497.50	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SIDEWALKS 2018

Tuesday, August 14, 2018

Contractor	Bid	Bid Bond
AL DIX CONCRETE INC	\$303,465.00	5%
Any questions, call 920-448-3100		



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

September 10, 2018

PREPARED BY

AGENDA ITEM # E.I.

Director's Report on recent activities of the Public Works Department.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

September 10, 2018

PREPARED BY

AGENDA ITEM # E.2.

The next Improvement and Services Committee meeting is scheduled for September 26, 2018.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None