



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, MAY 26, 2021, 6:00 PM

Immediately following Park Committee which begins at 5 P.M.

Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information.

- I. This item contains documents which provide call in information and instructions for the Zoom meeting.

B. Roll Call.

C. Approval of the Agenda.

D. Approval of Minutes.

E. Regular Business.

- I. Consideration with possible action on request by Melissa Gebert for permission to allow around-the-clock street parking adjacent to 326 12th Avenue for health care workers for her daughter.
2. Consideration with possible action on a constituent idea about improving fall loose leaf collection (held at the May 12, 2021 Improvement and Services Committee meeting). (Ald. Brunette)
3. Consideration with possible action to implement a No Mow May policy to allow Green Bay residents to voluntarily participate in No Mow May (referred from the May 19, 2021 Sustainability Commission). (Ald. Scannell)

4. Consideration with possible action on how the City of Green Bay can achieve an annual 3% replacement rate of its roads. The action plan would include anticipated increased borrowing requests (held at the April 28, 2021 Improvement and Services Committee meeting). (Ald. Wery)
5. Consideration with possible action on the report of the Procurement Manager:
 - A. To award the contract for upgrading the HVAC controls at Fire Station #2 to Trane for the sum of \$39,201. All work and equipment is covered under the ONMIA Group Purchasing Cooperative. Quote attached.

Account number: 4174120 55201 41154 – previously bonded building repair money
 - B. To award the contract for hauling stockpiled street sweepings to MJT Trucking LLC at a rate of \$8.49/ton (estimated total \$113,766). MJT Trucking was the lowest responsible bidder to RFB 2021-19. Bid summary attached.
6. Consideration with possible action on the review and award of the following contracts:
 - A. BRIDGE 2-21 (MONROE AVENUE B-5-255 EXPANSION JOINT RECONSTRUCTION)
 - B. PARKS 1-21 (COLBURN PARK LITTLE LEAGUE RENOVATION)
7. Report of actions taken by Department of Public Works
 - A. Granting of Licenses
 - I. Sidewalk Builder
 - a. Delrar, Inc.
 - b. Paul Conard Construction Co., Inc.
 - c. Poblocki Paving Corp.
 - d. Sanchez Concrete

F. Informational.

1. Director's Report on recent activities of the Public Works Department.
2. The next Improvement and Services Committee meeting is scheduled for June 9, 2021.

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 Common Council will attend this Improvement and Services Committee meeting and will constitute a meeting of the Common Council 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.

Virtual Meeting Instructions



Improvement & Services Committee

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/82206544400?pwd=NDd1bmszNUhBWW9XRUVU5ck1zMjZ2QT09>

Meeting ID: 822 0654 4400

Passcode: 635662

One tap mobile

+13126266799,,82206544400#,,,,*635662# US (Chicago)

+19292056099,,82206544400#,,,,*635662# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 822 0654 4400

Passcode: 635662

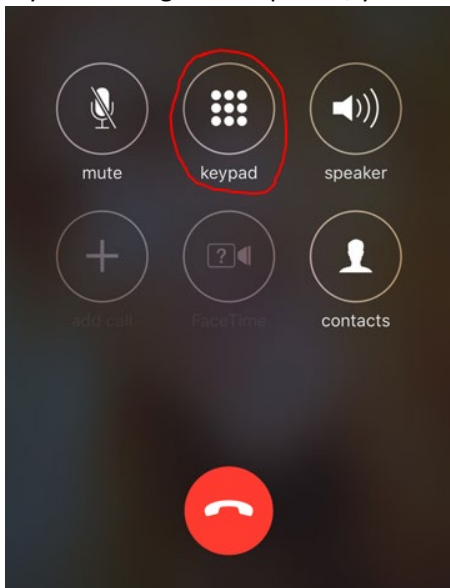
Find your local number: <https://us02web.zoom.us/j/kc7RtLdfPZ>

Additional Information

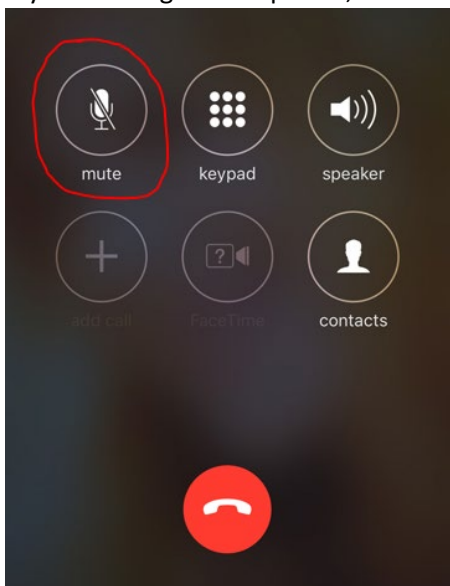
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
3. Please log into the Zoom meeting 10 minutes before the meeting starts to ensure proper technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
4. Once you are in the meeting please mute yourselves.
 - a. You may unmute yourself when you are called upon to speak.
5. Waiting room
 - a. When you call in, all callers/participants will be placed in a “waiting room.”
 - b. Persons on the agenda will be admitted to the meeting, and then once the item is concluded, the host will permanently mute you from the meeting (you can still hear the meeting).
6. Using Zoom with a tablet or computer
 - a. Tablet—you will be asked to sign in. Download the app either with the Apple Store or the Play Store
 - b. Computer—you will be asked to sign in. You may download the app or click on the link to open Zoom in your browser.
7. Registering
 - a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You’ll receive another email confirming that you’re registered for the meeting.
 - b. If you’re using a phone, your registration will still be tied to an email.
8. Raising your hand
 - a. Committee members—you can either use CivicClerk and request to speak or you can “raise your hand” in the zoom meeting (you’d need to use a computer or tablet) to let the host know you’d like to speak. You can also un-mute yourselves and start speaking.
 - b. Persons on the agenda—you can “raise your hand” but you’d need to use a computer. You will be allowed to speak, per Wisconsin Open Meetings Rules, once the committee has “opened the floor for interested parties to speak.” Once the committee is finished with your agenda item, the host will mute you permanently, unless the committee opens the floor again.
9. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—well in advance of the meeting, please download the Zoom Meeting app before you join a meeting by using either the Apple Store or the Play Store. You will be asked to input your name, thus identifying you for the meeting. You’ll also be asked to verify your email.
 - d. Computer—well in advance of the meeting, please download the Zoom Meeting app, but you can also click on a link to open the Zoom Meeting in your browser. You will be asked to input your name, thus identifying you for the meeting.
 - e. For tablet and computer users—if you download the app you will be asked to verify your email.
10. Zoom etiquette
 - a. Muting yourselves when you’re not talking will prevent your background noise from interfering with others’ ability to listen to and participate in the meeting.
 - b. If you’re using a telephone, please identify yourself with your phone number and name before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourselves.
11. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching live on YouTube will see a gray screen with the City logo during closed session.
12. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number above.

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
 - a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen



3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not need to talk, please make sure your phone is on **Mute**
 - a. If you're using a smartphone, look at your screen and click the Mute button



- b. If you're using a computer, you should see a Mute button in the Zoom application





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

MEETING DATE

May 26, 2021

PREPARED BY

AGENDA ITEM # E.I

Consideration with possible action on request by Melissa Gebert for permission to allow around-the-clock street parking adjacent to 326 12th Avenue for health care workers for her daughter.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 26, 2021

AGENDA ITEM # E.2

Consideration with possible action on a constituent idea about improving fall loose leaf collection (held at the May 12, 2021 Improvement and Services Committee meeting). (Ald. Brunette)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2021 Report-keeping yard waste out of street
2. 2021 resident proposal - Chapter 9 modification

MEMORANDUM



To: Improvements and Services Committee

From: Christopher J. Pirlot, Operations Division Director

Re: Report on City Ordinance Prohibiting Yard Waste Placed in the Street

Date: April 26, 2021

Background

The Improvements and Services Committee, at its March 24, 2021 meeting, was presented the following item for discussion:

“Consideration with possible action on a constituent idea about improving fall loose leaf collection.”

The proposal requested modification of Municipal Code 9.04 to allow residents to place yard and garden waste on the paved roadway surface during Green Bay’s spring and fall curbside yard and garden waste collection periods. A mark-up copy of the resident’s proposal is attached to this report.

History/Discussion

The United States Clean Water Act requires municipalities and other organizations to take steps to limit the Total Maximum Daily Load (TMDL) of pollutants of concern within storm water. On top of Federal rules, Wisconsin Administrative Code requires owners and operators of municipal separate storm sewer systems to secure and maintain a Municipal Separate Storm Sewer System (MS4) Permit through the Wisconsin Department of Natural Resources (WDNR). Green Bay is one of 291 Wisconsin communities that must have a WDNR issued MS4 permit. The MS4 permit requirements are not optional for Green Bay.

In order to comply with its MS4 permit, Green Bay must do numerous things to limit and reduce the discharge of pollutants carried by storm water runoff from 1) industrial sites, 2) construction sites, and 3) municipal storm sewer systems. The particular pollutants of concern for the Lower Fox River Basin and Lower Bay of Green Bay are suspended solids and phosphorous. Some of the activities required by the MS4 permit process include but are not limited to:

- Promoting detection of water contamination sources
- Educating the public on the subject, and encouraging them to comply with rules
- Promoting constructive re-use, and on-site re-use of contaminating materials like yard waste
- Promoting infiltration and diverting storm water into the ground so it can be naturally filtered, instead of allowing it to flow over areas where pollutants may be

present and then discharge into natural water bodies

While there are many sources of phosphorus in urban storm water, a primary contributor is organic detritus, especially in areas with a dense overhead tree canopy. Measurement of end-of-pipe phosphorus concentrations has demonstrated that phosphorus loads in urban storm water vary seasonally in certain medium density residential areas, with higher concentrations coinciding with leaf accumulation on streets. As phosphorus discharges in storm water can vary from year to year depending on timing of rainfall events, seasonal phosphorus loads were modeled over a twenty-year period to determine the average proportion that is discharged in the fall. It is estimated that on average 43% of the annual phosphorus load is discharged in the fall. (Paraphrased from WDNR Interim Municipal Phosphorus Reduction Credit for Leaf Management Programs' guidance document.)

The vast majority of storm water runoff contaminants come from yard waste like dead and decaying grass, leaves, and plants. If yard waste is allowed to be placed on impervious surfaces like roadway pavement during spring and fall collection periods, there is no chance for storm water to be filtered naturally by the ground before flowing into the street. Instead the contaminated storm water would flow through yard waste piled in the street, creating a leaf tea runoff high in phosphorus, which then drain into storm water inlets and natural water bodies with absolutely no filtration. This violates Green Bay's MS4 permit requirements.

A phosphorus pollutant reduction credit is available **IF** Green Bay provides a curbside yard waste collection program. WDNR's "Municipal Phosphorous Reduction Credit for Leaf Management Programs" requirements allow for credit **IF** the municipality has at a minimum 1) an ordinance prohibiting residents from placement of leaves in the street, 2) parking restrictions, and 3) a policy stating that residents may place leaves on the terrace in bags or piles for collection.

In addition to the above discussion, Green Bay's Storm Water Utility (not funded by property tax dollars) covers a significant cost of DPW's curbside yard waste collection program so that the City can continue to strive to achieve pollutant reduction requirements. If yard waste is allowed to be stored within the paved roadway (which by studies shows a significant release of phosphorus discharges into the storm sewer system and the natural waterway) the City would not be eligible for these pollutant reduction credits. As such, the Storm Water Utility would not provide future funding for the curbside yard waste collection program as it would not be providing a benefit in reducing pollutants of concern out of the storm water runoff.

Conclusion/Recommendation

To sum up the discussion above, yard and garden waste must remain stored on the terrace so the City of Green Bay can maximize its use of MS4 pollutant reduction credits. Without these pollutant reduction credits, additional and more costly storm water management practices would need to be implemented to achieve the same level of pollutant reduction that are recognized with the current yard waste collection program. Without those credits, the Storm Water Utility cannot cover the lion's share of costs associated with curbside yard waste collection. If the Storm Water Utility doesn't

cover those costs, the general levy budget (property tax funds) would need to cover that cost.

At the present time, the City's general levy cannot support the cost of DPW's curbside yard waste collection program without the assistance of the Storm Water Utility. With no funding, the program will go away in its entirety. As a result, DPW cannot recommend or support any allowance to allow residents to store yard waste on the pavement. They must continue to store it on the terrace if the City wishes to continue to collect yard waste curbside.

MUNICIPAL CODE CHAPTER 9 – PUBLIC WORKS

SECTIONS 9.01(5), 9.04(4), & 9.11

Section 9.01. – Definitions.

(5) *Solid waste.* Solid waste consists of garbage, refuse, and other discarded, salvageable, and recyclable material, including waste material resulting from domestic use, public service activities, commercial, manufacturing, and industrial operations. Solid waste consists of the following categories:

(a) *Residential waste.* Garbage, refuse, ashes, and other waste generated from typical residential activity. This type of waste includes, but is not limited to, metal, paper, cardboard, plastic, cans, bottles, wood, rags, rubber, glass, cloth, litter, leaves, shrubbery, tree trimming, branches, trunks and stumps, grass clippings, brush, and small quantities of construction and/or demolition waste, which are either recycled or disposed of.

(f) *Refuse.* Miscellaneous combustible and noncombustible, non-recyclable waste material resulting from residential and commercial activities including, but not limited to, cans, bottles, plastic, paper, ashes, glass, lawn and garden waste, metal, rubber, street waste, wood, cloth, litter, leaves, shrubbery, brush, and cardboard.

(l) *Recyclable waste.* That portion of miscellaneous combustible and noncombustible waste material resulting from residential and commercial activities that can be recovered through processes to regain that material for human use including, but not limited to, the following:

1. *Yard waste.* Yard waste means leaves, grass clippings, garden debris, and brush, including clean woody vegetative material no greater than six inches in diameter. This term does not include stumps, roots, or shrubs with intact root balls.

Section 9.04. – Solid waste disposal.

(4) *Deposit in container.* No person in the city shall deposit, throw, place, or leave any solid waste upon any street, court, lane, alley, business, square, public enclosure, vacant lot, house yard, body of water, or any public place except in a container herein required. *An exception is allowed only during fall and spring yard waste*

Proposed Amendment → *(Collection, and only when placed 2 ft. from any street gutter or storm sewer.)*

Section 9.11. – Dumping prohibited.

(1) No person shall place or dump solid waste on any property, unless such person owns, controls, leases, or is otherwise authorized by the property owner and such person does so in a manner consistent with other provisions of the Green Bay Municipal Code.

(2) *Penalty.* The forfeiture for violating this section shall not be less than \$500.00, nor more than \$1,000.00.



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

MEETING DATE

May 26, 2021

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action to implement a No Mow May policy to allow Green Bay residents to voluntarily participate in No Mow May (referred from the May 19, 2021 Sustainability Commission). (Ald. Scannell)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 26, 2021

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on how the City of Green Bay can achieve an annual 3% replacement rate of its roads. The action plan would include anticipated increased borrowing requests (held at the April 28, 2021 Improvement and Services Committee meeting). (Ald. Wery)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-04-20 Dist 8 to I and S



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date:

Text of Communication:

**Upon completing this form, please email it to
celestine.jeffreys@greenbaywi.gov**



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

MEETING DATE

May 26, 2021

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on the report of the Procurement Manager:

A. To award the contract for upgrading the HVAC controls at Fire Station #2 to Trane for the sum of \$39,201. All work and equipment is covered under the ONMIA Group Purchasing Cooperative. Quote attached.

Account number: 4174120 55201 41154 – previously bonded building repair money

B. To award the contract for hauling stockpiled street sweepings to MJT Trucking LLC at a rate of \$8.49/ton (estimated total \$113,766). MJT Trucking was the lowest responsible bidder to RFB 2021-19. Bid summary attached.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Green Bay Fire Station 2 Controls Upgrade (05-13-2021)
2. RFB 2021-19 Bid Summary



Trane Controls Proposal

**Controls Proposal For:**

Trista Hobbs
Assistant City Engineer - Special Projects
Green Bay Fire Department
501 S Washington Avenue
Green Bay, WI 54301 U.S.A.

Local Trane Office:

Trane U.S. Inc.
234 W Florida St., 6th Floor
Milwaukee, WI 53204

Local Trane Representative:

Ashley Henderson
Controls Account Manager
Cell: (414) 208-9007
Office: (414) 266-5200

Proposal ID: 3022487

Quote Number: 33-486146-21-001

Co-op Contract Number: USC 15-JLP-023

Date: May 13, 2021



TRANE CONTROLS PROPOSAL

Executive Summary

Trane is pleased to present a solution to help Green Bay Fire Department reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Green Bay Fire Department to assist in the system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing controls to achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable building management systems and control products that improve system performance.

Some key features and benefits Green Bay Fire Department should expect from this project are highlighted below.

- OMNIA Cooperative Purchasing
- Web-based user interface
- CO2 & Occupancy Control
- BACnet AHSRAE 135 Protocol Compliant

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is below. This investment will provide Green Bay Fire Department with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Green Bay Fire Department for all of your control products and service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Ashley Henderson
Controls Account Manager, Trane U.S. Inc.



Prepared For:
Trista Hobbs

Date:
May 13, 2021

Job Name:
Green Bay Fire Station 2

Proposal Number:
3022487

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

Quote Number: 33-486146-21-001
Co-op Contract Number: USC 15-JLP-023

Proposal Expiration Date:
30 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Trista Hobbs and based on the site surveys performed on April 13, 2021.

General

- Project management and coordination
- Project controls engineering design and as-built drawings
- Furnish, install, and wire Trane SC+ (data drop required by owner)
 - Web-based user interface with secure remote access
 - Set-up, licensing, 2 hours onsite training (plus free online learning modules), floor plan graphic
 - Operating manual located within Trane Automation System
 - 1-year parts, labor, and warranty support
 - Programming and commissioning

CV-RTU

- Integration into the new BAS (existing controller to remain)
- Area set-up

VAVs Boxes

- Furnish, install, and wire Trane UC Controllers with new actuators and discharge air sensors
- Furnish & install Wireless CO2/Occupancy Temperatures Zone Sensor
- Programming and commissioning

OPTION below for changing the RTU from a constant volume unit to a variable volume unit by adding a drive

Proposal Notes/ Clarifications

- Applicable taxes are not included and added to the invoice.
- Any service or equipment not listed is not included.
- Work shall be performed during normal business hours.
- The above pricing does not include connecting of the Control System components to the customer’s local area network (LAN) or internet service provider (ISP). All data ports, switches, routers and cabling to be provided by customer.
- The above pricing includes a (1) year parts and labor warranty on supplied components which includes labor for modifications to the controls system for defects in workmanship only. Any customer requests for modifications to the controls system that are not considered a defect in workmanship would be billed separately at Trane current T&M service rates.



Pricing and Acceptance

Trista Hobbs
Assistant City Engineer - Special Projects
Green Bay Fire Department
501 S Washington Avenue
Green Bay, WI 54301 U.S.A.

Price

Total Net Price (*Excluding Sales Tax*).....\$ 30,789.00 ☐

ADD RTU CV to VAV Conversion Kit (*Excluding Sales Tax*).....\$ 8,412.00 ☐

Anticipation Discount

Trane is pleased to offer an opportunity to maximize the value of your purchase by offering you savings with the Trane Anticipation Discount Program (ADP) that is flexible and designed for all Trane customers. The discount depends on the percentage of quoted price that is pre-paid, estimated payment date, estimated monthly schedule of values, and the current annualized discount rate.

Your Trane representative can provide a formal ADP quotation to lock in your savings.

Financial items not included

- Applicable sales tax or use tax is excluded
- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIOP or CCIP Insurance Programs

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ashley Henderson", written over a horizontal line.

Ashley Henderson
Controls Account Manager
Trane U.S. Inc.
(414) 266-5200



ACCEPTANCE

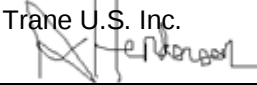
This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

Submitted By: Ashley Henderson	Cell: (414) 208-9007 Office: (414) 266-5200 Proposal Date: May 13, 2021
CUSTOMER ACCEPTANCE Green Bay Fire Department	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	 Authorized Representative
Printed Name	Ashley Henderson Printed Name Controls Account Manager
Title	Title May 13, 2021
Purchase Order	Signature Date
Acceptance Date:	



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counter-offer will be deemed accepted. Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company’s option, the order will be cancelled. Any delay in shipment caused by Customer’s actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

4. Exclusions from Work. Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

5. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

6. Payment. Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

7. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

8. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

9. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

10. Permits and Governmental Fees. Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

11. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

12. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company’s cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.



13. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

14. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

17. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

18. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

19. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

20. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

21. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF**



MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

22. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

23. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

24. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

25. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

26. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

27. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0720)
Supersedes 1-26.251-10(0620)

CITY OF GREEN BAY BID #2021-19 SUMMARY
Hauling Stockpiled Street Sweepings

Dept: DPW	Req #	VENDOR #1	VENDOR #2	VENDOR #3
Planholders:	CC #968-962-958	BEST Enterprises, LLC	Express Excavating, Inc.	MJT Trucking LLC
Issued: 5/6/2021	Due: 5/21/2021	De Pere, WI	New Franken, WI	Luxemburg, WI
DESCRIPTION		Price Per Ton	Price Per Ton	Price Per Ton
All labor & equipment necessary to load, haul and dispose of stockpiled street sweeping waste to the Outagamie County Landfill at 1419 Holland Rd. Appleton WI		\$ 10.71	\$ 9.25	\$ 8.49
Total for estimated 13,400 tons:		\$ 143,514.00	\$ 123,950.00	\$ 113,766.00
Lead Time or expected date vendor will start project (to be completed by 7/31/21):		Upon Award	Upon Award	1 Day
Payment Terms Net 30 Early Payment Discount:		2%/Net 10	Net 30	Net 30
Accepts credit card payments:		No	No	No

Recommendation: Award to the lowest responsive, responsible vendor



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

MEETING DATE

May 26, 2021

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action on the review and award of the following contracts:

- A. BRIDGE 2-21 (MONROE AVENUE B-5-255 EXPANSION JOINT RECONSTRUCTION)
- B. PARKS 1-21 (COLBURN PARK LITTLE LEAGUE RENOVATION)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bid Summary - Public BRIDGE 2-21

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

BRIDGE 2-21 (MONROE AVENUE B-5-255 EXPANSION JOINT RECONSTRUCTION)

Tuesday, May 18, 2021

Contractor	Bid	Alt. 1	Bid Bond
ZENITH TECH., INC.	\$147,421.00	\$33,290.00	5%
NORCON CORP.	\$162,575.50	\$63,809.00	5%
Any questions, call 920-448-3100			



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

MEETING DATE

May 26, 2021

PREPARED BY

AGENDA ITEM # E.7

Report of actions taken by Department of Public Works

A. Granting of Licenses

I. Sidewalk Builder

- a. Delrar, Inc.
- b. Paul Conard Construction Co., Inc.
- c. Poblocki Paving Corp.
- d. Sanchez Concrete

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 26, 2021

PREPARED BY

AGENDA ITEM # F.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

May 26, 2021

PREPARED BY

AGENDA ITEM # F.2

The next Improvement and Services Committee meeting is scheduled for June 9, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None