



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, DECEMBER 1, 2021, 6:00 PM
Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information.

1. 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.

1. Consideration with possible action on request by Green Viper, LLC to dedicate to the City of Green Bay the infrastructure improvements in Bradly Estates subdivision.
2. Consideration with possible action on the report for the 2022 Department of Public Works equipment acquisition process.
3. Consideration with possible action on request by Department of Public Works to enter into a Professional Services Contract with McMahon Associates, Inc. to continue vegetative maintenance associated with a select grouping of City-owned stormwater facilities in 2022.
4. Consideration with possible action on request by Department of Public Works to enter into a Professional Services Contract with Northern Ecological Services (N.E.S.) – A Division of Robert E. Lee & Associates to continue vegetative maintenance associated with a select grouping of City-owned stormwater facilities in 2022.
5. Consideration with possible action on request by Department of Public Works to enter into a Professional Services Contract with Northern Ecological Services (N.E.S.) – A Division of Robert E. Lee & Associates to continue vegetative maintenance associated with North Webster Avenue vegetative soil in 2022.

6. Consideration with possible action on the need to replace the winter ice control brine-making system hopper.
7. Consideration with possible action to have the Common Council give final approval authority on the award of RFB 2021-39 to the Improvement & Services Committee to accommodate the December 2021 meeting schedule, and report out their action at the next regularly-scheduled meeting of the Improvement & Services Committee.

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 December 15, 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

December 1, 2021

PREPARED BY

AGENDA ITEM # E.1

Consideration with possible action on request by Green Viper, LLC to dedicate to the City of Green Bay the infrastructure improvements in Bradley Estates subdivision.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

December 1, 2021

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on the report for the 2022 Department of Public Works equipment acquisition process.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2022 Equipment Replacement Plan (8-23-21)

City of Green Bay - DPW
2022 Capital Equipment Expenditures
(Updated: August 23, 2021)

Operations Division - Capital Equipment Account (Vehicle Replacement Plan) (427503E 55140)						
Rank	Section	New Unit	Retired Unit	Score	Cost	Running Total
1	Operations	Lease vehicle program, light vehicles	Annual payment plan	N/A	\$127,000	\$127,000
2	Sanitation	Refuse truck, automated	New to fleet (keeping old unit for spare)	N/A	\$335,000	\$462,000
3	Sanitation	Refuse truck, automated	New to fleet (keeping old unit for spare)	N/A	\$335,000	\$797,000
4	Street	Loader with plow, wing & grapple bucket	(800) Loader/wing/plow/grapple bucket	14	\$210,000	\$1,007,000
5	Street	Dump truck, tandem axle with plow & wing	(52) 6x6 tandem axle dump/wing/plow	13	\$235,000	\$1,242,000
6	Street	Infrared asphalt repair truck	New to fleet	N/A	\$190,000	\$1,432,000
7	Street	Pickup, 4x2, 8 foot box	(174) pickup	13	\$41,000	\$1,473,000
8	Street	Sidewalk tractor	(753) sidewalk tractor	14	\$70,000	\$1,543,000
Sanitary Sewage District - Capital Equipment Account (replacement) (428520 55140)						
Rank	Section	New Unit	Retired Unit	Score	Cost	Running Total
-	-	-	-	-	-	-
Sanitary Sewage District - Capital Equipment Account (new) (428520 55150)						
Rank	Section	New Unit	Retired Unit	Score	Cost	Running Total
-	-	-	-	-	-	-
Storm Water Utility - Capital Equipment Account (replacement) (429525 55140)						
Rank	Section	Replacement Unit	Retired Unit	Score	Cost	Running Total
1	Sewer	Street sweeper, regenerative air	(735) Sweeper	14	\$260,000	\$260,000
2	Sewer	Street sweeper, regenerative air	(730) Sweeper	14	\$260,000	\$520,000
Storm Water Utility - Capital Equipment Account (new) (429525 55150)						
Rank	Section	New Unit	Retired Unit	Score	Cost	Running Total
-	-	-	-	-	-	-
Parking Division - Capital RESERVE Account (430505)						
Rank	Section	New Unit	Retired Unit	Score	Cost	Running Total
1	Parking	Single-space parking meter replacement project (Phase 1)	250 old parking meter mechanisms	-	\$60,000	\$60,000
2	Parking	Automatic Electronic Defibrillator (AED)	New/No replacement unit	-	\$1,000	\$61,000
3	Parking	Surveillance camera system (Cherry Street Ramp)	Old surveillance camera system	-	\$7,000	\$68,000
Parking Division - Capital EQUIPMENT/VEHICLE Account (431505 55140)						
Rank	Section	Replacement Unit	Retired Unit	Score	Cost	Running Total
-	-	-	-	-	-	-

OPERATING BUDGET Equipment Expenditures
(FOR INFORMATION ONLY - Approved through operating budget process)

Operations Division - Equipment Replacement (Transfer to Capital) (427503 55140)						
<u>Rank</u>	<u>Section</u>	<u>Replacement Unit</u>	<u>Retired Unit</u>	<u>Score</u>	<u>Cost</u>	<u>Running Total</u>
1	M/E	Mechanic toolbox (x2)	Old toolboxes	10	\$3,700	\$3,700
2	M/E	Band saw, dual miter, portable	Old band saw	12	\$3,500	\$7,200
3	B/G	UST monitoring system	Old UST monitoring system	N/A	\$30,000	\$37,200
Operations Division - New Equipment (Transfer to Capital) (427503 55150)						
<u>Rank</u>	<u>Section</u>	<u>New Unit</u>	<u>Retired Unit</u>	<u>Score</u>	<u>Cost</u>	<u>Running Total</u>
1	Street	Brine tank (x2)	New to fleet		\$15,000	\$15,000
2	Street	Vibratory Plate Compactor (backhoe attachment)	New to fleet		\$8,000	\$23,000
3	Street	Vibratory Plate Compactor (walk-behind)	New to fleet		\$9,000	\$32,000
Traffic Division - Equipment Replacement (Transfer to Capital) (101504 55140)						
<u>Rank</u>	<u>Section</u>	<u>Replacement Unit</u>	<u>Retired Unit</u>	<u>Score</u>	<u>Cost</u>	<u>Running Total</u>
-	-	-	-	-	-	-
Traffic Division - New Equipment (Transfer to Capital) (427504 55150)						
<u>Rank</u>	<u>Section</u>	<u>New Unit</u>	<u>Retired Unit</u>	<u>Score</u>	<u>Cost</u>	<u>Running Total</u>
-	-	-	-	-	-	-



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

MEETING DATE

December 1, 2021

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on request by Department of Public Works to enter into a Professional Services Contract with McMahon Associates, Inc. to continue vegetative maintenance associated with a select grouping of City-owned stormwater facilities in 2022.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

December 1, 2021

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on request by Department of Public Works to enter into a Professional Services Contract with Northern Ecological Services (N.E.S.) – A Division of Robert E. Lee & Associates to continue vegetative maintenance associated with a select grouping of City-owned stormwater facilities in 2022.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

December 1, 2021

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on request by Department of Public Works to enter into a Professional Services Contract with Northern Ecological Services (N.E.S.) – A Division of Robert E. Lee & Associates to continue vegetative maintenance associated with North Webster Avenue vegetative soil in 2022.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

December 1, 2021

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action on the need to replace the winter ice control brine-making system hopper.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Green Bay Hopper demo unit

**Appleton**

700 Randolph Drive
Appleton, WI 54913
Phone: (920) 687-1111
Fax: (920) 687-1122

Milwaukee

12655 W. Silver Spring Rd
Butler, WI 53007
Phone: (262) 544-5404
Fax: (800) 261-0383

Account: City of Green Bay
Name: Nathan Wachtendonk
Address: 519 S Oneida street
Green Bay WI 54303

Date: 11/03/2022
Email: Nathan.wachtendonk@greenbaywi.gov
Phone: 920-680-6164
Note: _____

**** Quotation ******Henderson Brine Infinity Hopper Upgrade – Removed from demo trailer****Hopper used for on site demos, 12 month warranty**

Up to 9,000 GPH production depending on water flow
Stainless steel 5 cu. yd. hopper
Fixed indoor placement
Right hand discharge
208/230 Volt / 1 Phase power needed
Industrial grade motors
Fully automated continuous brine production with auto-clean
100% fully automated continuous cleanout
Installation plumbing consisting of SK80 ridged pipe runs and flexible tubing
Tank 58" D X 78" H X 126" W footprint
Handles treated or untreated rock salt
Triple-filtered finished brine
camlock connection at tank points, and ball valves
Shipping to City location
Installation, including operator training
Does not include removing any existing equipment
In stock for immediate install as schedule allows

Total: \$59,994.00**Pricing Reflects Discount for used hopper****Other Options To Choose From Including**

Option air flip cover / extension \$2,800.00
Option Low salt warning light installed \$450.00

Customer responsible for electrical connection to machine. Customer to have equipment to unload and place machine in place.
Basic installation included, site evaluation required to confirm no additional charges will need to be added.

All Sales Tax and FET Tax will be addedSubmitted by: *T.R. Miller*

Quote firm 30 days

Terms: Net 15

By signing below, I agree that I have read, understood, and will comply with the terms of this quote.

Quote accepted by: _____

Title: _____ Date Accepted: _____ PO# _____

Thank You for the opportunity to submit our quote for your consideration



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

MEETING DATE

December 1, 2021

PREPARED BY

AGENDA ITEM # E.7

Consideration with possible action to have the Common Council give final approval authority on the award of RFB 2021-39 to the Improvement & Services Committee to accommodate the December 2021 meeting schedule, and report out their action at the next regularly-scheduled meeting of the Improvement & Services Committee.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. RFB #2021-39

CITY OF GREEN BAY

REQUEST FOR BIDS



RFB #: 2021-39

Title: Streetlights, Poles etc.

City Agency: City of Green Bay

Due Date: December 1, 2021
2:00 PM CT

CC: 28500:55000:28000 and 83200

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1 NOTICE TO BIDDERS

1.1 Summary

The City of Green Bay Park, Department of Public Works ("City") is soliciting Bids from qualified vendors for Street Lights, Poles and related items. Vendors submitting Bids ("Bidders") are required to read this Request for Bids ("RFB") in its entirety and follow the instructions contained herein.

1.2 Important Dates

Deliver Bids no later than the due date and time indicated below. The city will reject all late Bids:

RFB Issue Date: 11/10/2021
Questions Due Date: 11/19/2021 by 12:00 pm CT
Addendum Posted Date: 11/22/2021
Due Date: 12/1/2021 by 2:00 PM CT

1.3 Format

The city will not consider illegible Bids.

Elaborate Bids (i.e., expensive artwork) beyond that sufficient to present a complete and effective Bid, are not necessary or desired.

Complete and return Forms A through E to City of Green Bay Purchasing Department with your bid submittal DUE 12/1/2021, 2:00 PM CST.

1.4 Labeling

All Bids must be clearly labeled:	Bidder's Name and Address
	RFB #: 2021-39
	Title: Street Lights, Poles and related items
	Due: December 1, 2021, 2:00 PM CT

All email correspondence must include RFB #2021-39 Street Lights, Poles and related items in the subject line.

1.5 Delivery of Bids

Delivery of hard copies via U.S. Mail or Common Carrier – Delivery to:	City of Green Bay Purchasing Department 100 North Jefferson St. Room 101 Green Bay, WI 54301
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Delivery of electronic copy to:	via eBidding platform on DemandStar (see section 1.11) or on a commonly used media with the hard copies. Emailed or faxed bids will not be considered.
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Bids must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

Note: When mailing your response via a third-party delivery service, the outside of the packaging MUST be clearly marked with the RFB name and number. This ensures that the bid can be delivered to the correct purchasing agent without having to open the bid.

1.6 Appendix A: Standard Terms & Conditions

Bidders are responsible for reviewing this attachment prior to submission of their Bids. City of Green Bay Standard Terms and Conditions are the minimum requirements for the submission of Bids.

1.7 Multiple Bids

Multiple Bids from Bidders are permitted; however, each must fully conform to the requirements for submission. Bidders must sequentially label (e.g., Bid #1, Bid #2) and separately package each Bid. Bidders may submit alternate pricing schemes without having to submit multiple Bids.

1.8 City of Green Bay Contact Information

The City of Green Bay
Purchasing Department
administers the procurement
function:

Diane Kruse C.P.I.M., CPM
Purchasing Department
100 North Jefferson St. Room 101
Green Bay, WI 54301
PH: (920) 448-3051
FAX: (920) 448-3050
purchasingag@greenbaywi.gov

Contacting City staff outside of the Purchasing Department regarding this RFB without written consent from the Purchasing Department may result in your bid being rejected.

1.9 Inquiries, Clarifications, and Exceptions

Bidders are to raise any questions they have about the RFB document without delay. Direct all questions, **in writing**, to the Purchasing Department Buyer listed in Section 1.8.

Bidders finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFB, the City will post addenda – see 1.10 below. Bidders are strongly encouraged to check for addenda regularly.

Bids should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package. However, the City of Green Bay reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City’s best interests.

1.10 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFB, the City will post addenda to its Bids distribution websites – see 1.11 below. It is the Bidders responsibility to regularly monitor the websites for any such postings. Bidders must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.11 Bid Distribution Networks

The City of Green Bay posts all Request for Bids, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the Bidders responsibility to regularly monitor the bid distribution network for any such postings. Bidders failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Bidders.

State of Wisconsin VendorNet System:	State of Wisconsin and local agencies bid network. Registration is free. http://vendornet.state.wi.us/vendornet
DemandStar:	National bid network – Free subscription is available to access Bids from the City of Green Bay and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.
Home Page:	www.demandstar.com

1.12 Oral Presentations/Site Visits/Meetings

Bidders may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFB process. Such presentations, meetings or site visits will be at the Bidders expense.

1.13 Acceptance/Rejection of Bids

The City reserves the right to accept or reject any or all Bids submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any Bidder responding to this request. The City expressly reserves the right to reject any and all Bids responding to this invitation without indicating any reasons for such rejection(s). Any bids submitted without all required forms as indicated shall be rejected.

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.14 Withdrawal or Revision of Bids

Bidders may, without prejudice, withdraw Bids submitted prior to the date and time specified for receipt of Bids by requesting such withdrawal before the due time and date of the submission of Bids. After the due date of submission of Bids, no Bids may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Bidders may modify their Bids at any time prior to opening of Bids.

1.15 Subcontracting or Third Party Payments

All subcontracting shall be pre-approved upon award by the City before any work begins. Subcontractors must abide by all terms and conditions of the bid. The prime contractor shall be responsible for all subcontractor(s) work and payment.

1.16 Non-Restrictive Specifications and Vendor Alternates

Specifications are intended to define the general level of quality and performance of this purchase and not to restrict competition. Vendors may offer one or more alternates with lesser or greater features, however the City reserves the right to make its selection based on the best interest of the City. Vendors offering alternates shall submit, with their quote, an itemized comparison with this specification, documenting equivalence for quality, performance, etc. Failure to identify exceptions or deviations in this manner may be a basis to declare the quote as non-responsive. If in your opinion, any of the specifications, terms and conditions of this RFB prevents you from offering a bid, consideration will be given to a vendor's request for change.

1.17 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

1.18 Public Records

Bidders are hereby notified that all information submitted in response to this RFB may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret"—defined in State of Wisconsin Statutes—may be held confidential.

Bidders shall seal separately and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to Bidders prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Bids from public view—until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all Bids will be available for review in accordance with such laws.

1.19 Contract Quantities

The estimated annual quantities identified for each item on the Bid Offer Form are for bid purposes only and are based on historical data. The City does not guarantee to purchase any specific quantity or dollar amount. Bids that state the City must guarantee a specific quantity or dollar amount may be disqualified.

1.20 Partial Award

Unless otherwise noted, it will be assumed that Bidders will accept an order for all or part of the items/services priced.

1.21 Tax Exempt

The City of Green Bay as a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005458. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be requested through the Purchasing Department. Our tax-exempt number is 008-0000428893-07.

1.22 Cooperative Purchasing

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts. This is known as “cooperative” or “piggyback” purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFB as a basis; they are made solely between the bidders and third party unit of government.

1.23 Appeals Process

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Wisconsin Statutes or City of Green Bay ordinance provisions that are alleged to have been violated.

The written notice of protest must be filed with the Procurement Manager, Green Bay, WI, 100 North Jefferson St. Room 101, Green Bay, WI 54301, and received no later than 72 business hours after the intent to award notice is issued.

1.24 Bidders Responsibility

Bidders shall examine this RFB and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Bidders to fulfill the requirements of the resulting contract.

2 DESCRIPTION OF SERVICES/COMMODITIES

2.1 Descriptions of Items

Refer to form D.

2.2 Vendor Requirements

Bidder must be an original manufacturer, or distributor, or dealer authorized by manufacturer with service and repair capabilities for the product.

Bidder must be in the business of manufacturing, distribution and service of Street Light Poles and related items for the past five (5) years.

Bidder must supply references of three (3) firms to which similar equipment have been provided during the past five (5) to a comparable-sized institution or company. If contacted, all of those references must verify that a high level of satisfaction was provided. Use Form E to list references.

2.3 Delivery

Refer to RFB.

2.4 Warranty

Per RFB.

3 REQUIRED INFORMATION AND CONTENT FOR SUBMITTAL OF BIDS

- a. Form A- Signature Affidavit
- b. Form B- Receipt Forms and Submittal Checklist
- c. Form C- Contractor Profile Information
- d. Form D- Cost Proposal
- e. Form E- References

**Form A: Signature Affidavit****RFB #: 2021-39*****This form must be returned with your response.***

In signing Bids/Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Bids/Proposals, that Bids/Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Bids/Proposals have not been knowingly disclosed prior to the opening of Bids/Proposals to any other Bidders/Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Bid/Proposal, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Bids/Proposals, declares that the attached Bids/Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Bidders/Proposers shall provide the information requested below. Include the legal name of the Bidders/Proposers and signature of the person(s) legally authorized to bind the Bidders/Proposers to a contract.

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFB #: 2021-39

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Commodities pages	N/A	
Form A: Signature Affidavit		N/A
Form B: Receipt of Forms and Submittal Checklist		N/A
Form C: Vendor Profile		N/A
Form D: Bid Offer Form		N/A
Form E: References		N/A
Appendix A: Standard Terms & Conditions	N/A	
Addendum #		
Addendum #		
Addendum #		

COMPANY NAME

**Form C: Vendor Profile****RFB #: 2021-39***This form must be returned with your response.***COMPANY INFORMATION**

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.)		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	CITY	STATE	ZIP

CREDIT CARD

STATE IF COMPANY ACCEPTS PAYMENT BY CREDIT CARD: <i>The City does not pay service charges.</i>	YES ____ or NO ____ (check one)
---	--



Form D: Bid Offer Form

RFB #: 2021-39

This form must be returned with your response.

Prepare the bid offer form as all inclusive, not-to-exceed, fixed fees:

- All Inclusive – Covers all direct and indirect necessary expenses including but not limited to; travel, telephone, copying and other out-of-pocket expenses.
- Not To Exceed – The actual fees shall not exceed the amount specified in fee proposal.
- Fixed Fee – All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.

Any pricing increases or additions must be agreed upon in writing by both parties.

	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL
Line 1	110	EA	STREETLIGHT POLE, 30-FOOT, GALVANIZED WITH BLACK SEMI-GLOSS FINISH, ROUND TAPERED STEEL, 7-GAUGE WALL THICKNESS, P2 TENON ON TOP, RECEPTACLE MOUNTING PLATE AT 15-FT ABOVE BASE ON SAME SIDE AS HANDHOLE, SPECIAL 4-IN X 6-IN MOUNTING PLATE AT 11.5-FT ABOVE BASE ON SAME SIDE AS HANDHOLE, 11-INCH BOLT CIRCLE, ELONGATED BASE MOUNTING HOLES TO FIT 1.25 INCH ANCHOR BOLTS, INCLUDE ALL HARDWARE EXCEPT ANCHOR BOLTS AND COVERS - See attachment #1	\$	\$
Line 2	75	EA	BRACKET, SINGLE LUMINAIRE MOUNTING, ALUMINUM CONSTRUCTION, 3-IN HIGH X 3-IN O.D. TENON, FLAT 6-IN X 12-IN X 3/8-IN MOUNTING PLATE, SEMI-GLOSS BLACK FINISH, HOLOPHANE ANNAPOLIS SERIES AWB-CA/BK, NO SUBSTITUTES – See attachment #2	\$	\$
Line 3	110	EA	BRACKET, LUMINAIRE MOUNTING, STREETLIGHT, STEEL, GALVANIZED WITH BLACK SEMI-GLOSS FINISH, P2 TENON MOUNT WITH THREE SET-SCREWS, SINGLE 6-FT ARM WITH 2-FT RISE, REMOVABLE CAP, VALMONT MS321-06-02 OR EQUAL – See attachment #3	\$	\$
Line 4	110	EA	LUMINAIRE, STREETLIGHT, LED LIGHT SOURCE, 4K CCT, MAX. 700mA DRIVER, IES TYPE 3 -LUMEC RFM-108W48LED4K-G2-R3M-UNV-DMG-PH9-RCD7-BK <u>NO SUBSTITUTES</u>	\$	\$

Line 5	75	EA	LUMINAIRE, ORNAMENTAL, UTILITY POST-TOP, BLACK, CAST ALUMINUM, 70 WATT LED, 350mA 120-277VAC DRIVER, ASYMMETRIC FULL-CUTOFF FLAT GLASS OPTICS, SPIKE FINIAL, NO PHOTOCELL SOCKET, 20-FT LEADS, HOLOPHANE PUCL2P4040KMVOLTFC3BKSKL20, <u>NO SUBSTITUTES</u>	\$	\$
Line 6	300	EA	FUSE, 5 AMP, TYPE KTK	\$	\$
Line 7	300	EA	FUSE HOLDER, INLINE, BREAKAWAY, SCREW TERMINAL, #12-#3 WIRE RANGE, WITH INSULATING BOOTS FOR EACH END. BUSSMAN HEB-JW-RLC-J, MERSEN FEB-81-81-BA, IDEAL SLK30-1212, OR EQUAL	\$	\$
Line 8	50	EA	CONNECTOR, WIRE, INSULATED, 2-PORT, #4-#14 CU OR AL, SINGLE SIDED ENTRY, NSI POLARIS IT-4, ILSCO PBTS 2-4, T&B CSB 4-2S, OR EQUAL	\$	\$
Line 9	200	EA	CONNECTOR, WIRE, INSULATED, 3-PORT, #4-#14 CU OR AL, SINGLE SIDED ENTRY, NSI POLARIS IPL 4-3, ILSCO PBTS 3-4, T&B CSB 4-3S, OR EQUAL	\$	\$
Line 10	50	EA	CONNECTOR, WIRE, INSULATED, 2-PORT, #1/0-#14 CU OR AL, NSI POLARIS IT-1/0, T&B CSB 2/0-2S, OR EQUAL	\$	\$
Line 11	200	EA	CONNECTOR, WIRE, INSULATED, 3-PORT, #1/0-#12 CU OR AL, NSI POLARIS IT-1/0-3, T&B CSB 2/0-3S, OR EQUAL	\$	\$
Line 12	50	EA	CONNECTOR, WIRE, INSULATED, WATERPROOF, SUITABLE FOR IMMERSION OR DIRECT-BURIAL, 4-PORT, #2-#14 CU OR AL, RAYCHEM/TYCO GTAP-1 <u>NO SUBSTITUTES</u>	\$	\$
Line 13	100	EA	CONNECTOR, WIRE, INSULATED, WATERPROOF, SUITABLE FOR IMMERSION OR DIRECT-BURIAL, 4-PORT, #2/0-#14 CU OR AL, RAYCHEM/TYCO GTAP-2 <u>NO SUBSTITUTES</u>	\$	\$
Line 14	10000	FT	WIRE, #12 AWG, CU STRANDED, BLACK TYPE USE-XLPE INSULATION	\$	\$
Line 15	7500	FT	WIRE, #12 AWG, CU STRANDED, BLUE TYPE USE-XLPE INSULATION	\$	\$
Line 16	7500	FT	WIRE, #12 AWG, CU STRANDED, RED TYPE USE-XLPE INSULATION	\$	\$
Line 17	12500	FT	WIRE, #12 AWG, CU STRANDED, WHITE TYPE USE-XLPE INSULATION	\$	\$
Line 18	7000	FT	WIRE, #4 AWG, CU STRANDED, BLACK TYPE USE-XLPE INSULATION	\$	\$

Line 19	6000	FT	WIRE, #4 AWG, CU STRANDED, RED TYPE USE-XLPE INSULATION	\$	\$
Line 20	9000	FT	WIRE, #4 AWG, CU STRANDED, WHITE TYPE USE-XLPE INSULATION	\$	\$
Line 21	10000	FT	WIRE, #6 AWG, CU STRANDED, GREEN TYPE USE-XLPE INSULATION	\$	\$
Line 22	7	EA	METER PEDESTAL, ELECTRIC UTILITY, 200A, 120/240V, 1-PHASE, WITH 100 AMP MAIN AND LOAD CENTER, MILBANK NU8980-0-100-KK <u>NO SUBSTITUTES</u>	\$	\$
Line 23	110	EA	OUTLET COVER, WEATHERPROOF, EXTRA DUTY, ALUMINUM, HUBBELL WP26E OR EQUAL	\$	\$
Line 24	110	EA	OUTLET, DUPLEX, WEATHER RESISTANT, IVORY, 15A, 120V, HUBBELL BR15IWR OR EQUAL	\$	\$
Line 25	40	EA	OUTLET, GFCI, IVORY, 15 AMP, 125V, WEATHER RESISTANT, HUBBELL GFTWRST15W OR EQUAL	\$	\$
Line 26	14	EA	GROUND ROD, CU-CLAD, 8 FOOT x 5/8 INCH	\$	\$
Line 27	14	EA	CLAMP, GROUNDING, DIRECT-BURIAL, ACORN TYPE, FOR 5/8 INCH GROUND ROD	\$	\$
Line 28	100	FT	WIRE, #6 AWG, CU, STRANDED, BARE	\$	\$
Line 29	40	EA	DUAL OUTLET 42-INCH EMBEDDED POWER PEDESTAL, STAINLESS STEEL, BLACK, HINGE TOP, WITHOUT INTEGRAL BASE, PEDOC POWER SOLUTIONS MODEL 542-C-HT-1-B <u>NO SUBSTITUTES</u>	\$	\$
Line 30	1	EA	METER PEDESTAL, ELECTRIC UTILITY, 200A, 120/240V, 1-PHASE, WITH SERVICE DISCONNECT PROVISIONS, MILBANK NU8980-0-KK <u>NO SUBSTITUTES</u>	\$	\$
Line 31	10	EA	ENCLOSURE, IN-GROUND, CIRCULAR PATTERN, 24 INCH x 42 INCH DEEP, REVERSE TAPER SIDEWALLS, POLYMER TOP COVER, OPEN BOTTOM, 20K COVER, JDT HANDHOLE PART NO. 2442HD5 COMPLETE KIT WITH ELECTRIC COVER – See attachment #4	\$	\$
Line 32	10	EA	POLE, TRAFFIC SIGNAL, 4.5 INCH O.D. x 15 FEET LONG, THREADED ONE END, ALUMINUM, PAINTED SEMI-GLOSS BLACK	\$	\$

Line 33	2	EA	POLE, SIGNAL, 30-FT, GALVANIZED WITH SEMI-GLOSS BLACK FINISH, ROUND TAPERED STEEL, MIN 7-GAUGE WALL THICKNESS, 3"X5" HANDHOLE DIRECTLY IN LINE WITH ARM ON OPPOSITE SIDE OF POLE, 30-FT MONOTUBE TRAFFIC SIGNAL ARM WITH A 3-FT RISE MOUNTED AT 18-FT ABOVE BASE (SEE ATTACHED DETAIL), REMOVABLE METAL TOP CAP, 10-FT LUMINAIRE/CAMERA ARM WITH A 2-FT RISE MOUNTED TO BUTT-PLATE NEAR TOP OF POLE, AASHTO 2013 COMPLIANCE, 16-INCH BOLT CIRCLE, ELONGATED BASE MOUNTING HOLES TO FIT 1.5 INCH ANCHOR BOLTS, INCLUDE F1554 GRADE 55 STRAIGHT ANCHOR BOLTS 72" LENGTH AND ALL HARDWARE EXCEPT ANCHOR BOLT COVERS – See attachment #5&6	\$	\$
Line 34	4	EA	POLE, SIGNAL, 30-FT, GALVANIZED WITH SEMI-GLOSS BLACK FINISH, ROUND TAPERED STEEL, MIN 7-GAUGE WALL THICKNESS, 3"X5" HANDHOLE DIRECTLY IN LINE WITH ARM ON OPPOSITE SIDE OF POLE, 35-FT MONOTUBE TRAFFIC SIGNAL ARM WITH A 3-FT RISE MOUNTED AT 18-FT ABOVE BASE (SEE DETAIL), REMOVABLE METAL TOP CAP, 10-FT LUMINAIRE/CAMERA ARM WITH A 2-FT RISE MOUNTED TO FLANGE NEAR TOP OF POLE, AASHTO 2013 COMPLIANCE, 16-IN BOLT CIRCLE, ELONGATED BASE MOUNTING HOLES TO FIT 1.5 INCH ANCHOR BOLTS, INCLUDE F1554 GRADE 55 STRAIGHT ANCHOR BOLTS 72" LENGTH AND ALL HARDWARE EXCEPT ANCHOR BOLTS COVERS– See attachment #5&6	\$	\$
Line 35	1	EA	POLE, SIGNAL, 30-FT, GALVANIZED WITH SEMI-GLOSS BLACK FINISH, ROUND TAPERED STEEL, MIN 7-GAUGE WALL THICKNESS, 3"X5" HANDHOLE DIRECTLY IN LINE WITH ARM ON OPPOSITE SIDE OF POLE, 45-FT MONOTUBE TRAFFIC SIGNAL ARM WITH A 3-FT RISE MOUNTED AT 18-FT ABOVE BASE (SEE DETAIL), REMOVABLE METAL TOP CAP, 10-FT LUMINAIRE/CAMERA ARM WITH A 2-FT RISE MOUNTED TO BUTT-PLATE NEAR TOP OF POLE, AASHTO 2013 COMPLIANCE, 20-IN BOLT CIRCLE, ELONGATED BASE MOUNTING HOLES TO FIT 1.75 INCH ANCHOR BOLTS, INCLUDE F1554 GRADE 55 STRAIGHT ANCHOR BOLTS 72" LENGTH, AND ALL HARDWARE EXCEPT ANCHOR BOLT COVERS – See attachment #5&6	\$	\$

Line 36	1	EA	POLE, SIGNAL, 30-FT, GALVANIZED WITH SEMI-GLOSS BLACK FINISH, ROUND TAPERED STEEL, MIN 7-GAUGE WALL THICKNESS, 3"X5" HANDHOLE DIRECTLY IN LINE WITH ARM ON OPPOSITE SIDE OF POLE, 50-FT MONOTUBE CURVED TRAFFIC SIGNAL ARM MOUNTED AT 18-FT ABOVE BASE, MONOTUBE ARM SUITABLE FOR MOUNTING ONE 4-SECTION AND TWO 3-SECTION SIGNALS (SEE DETAIL), REMOVABLE METAL TOP CAP, 10-FT LUMINAIRE/CAMERA ARM WITH A 2-FT RISE MOUNTED TO BUTT-PLATE NEAR TOP OF POLE, AASHTO 2013 COMPLIANCE, 20-IN BOLT CIRCLE, ELONGATED BASE MOUNTING HOLES TO FIT 1.75 INCH ANCHOR BOLTS, INCLUDE F1554 GRADE 55 STRAIGHT ANCHOR BOLTS 84" LENGTH, AND ALL HARDWARE EXCEPT ANCHOR BOLT COVERS – See attachment #5&6	\$	\$
Line 37	5	EA	STREETLIGHT POLE, 30-FOOT, BLACK SEMI-GLOSS FINISH, ROUND TAPERED GALVANIZED 7-GAUGE STEEL OR FIBERGLASS COMPOSITE CONSTRUCTION, 8-FT LUMINAIRE/CAMERA ARM WITH A 2-FT RISE MOUNTED TO BUTT-PLATE NEAR TOP OF POLE, ELONGATED BASE MOUNTING HOLES TO FIT 1.25 INCH ANCHOR BOLTS, INCLUDE F1554 GRADE 55 STRAIGHT ANCHOR BOLTS, AND ALL HARDWARE EXCEPT ANCHOR BOLT COVERS – See attachment #7	\$	\$
NOTE: THERE ARE DETAILED DRAWINGS IN THIS RFB OF THE ITEMS REQUESTED.					
STATE LEAD-TIME FOR DELIVERY OF QUOTED ITEMS:					
STATE WARRANTY FOR QUOTED ITEMS:					
ALL ITEMS SHALL BE FOB DESTINATION CITY OF GREEN BAY: All prices shall include the cost of freight to: City of Green Bay.					

Questions:

1. What is the lead time after receipt of Purchase Order? _____.

2. Question 2

Yes_____ No_____

3. Question 3

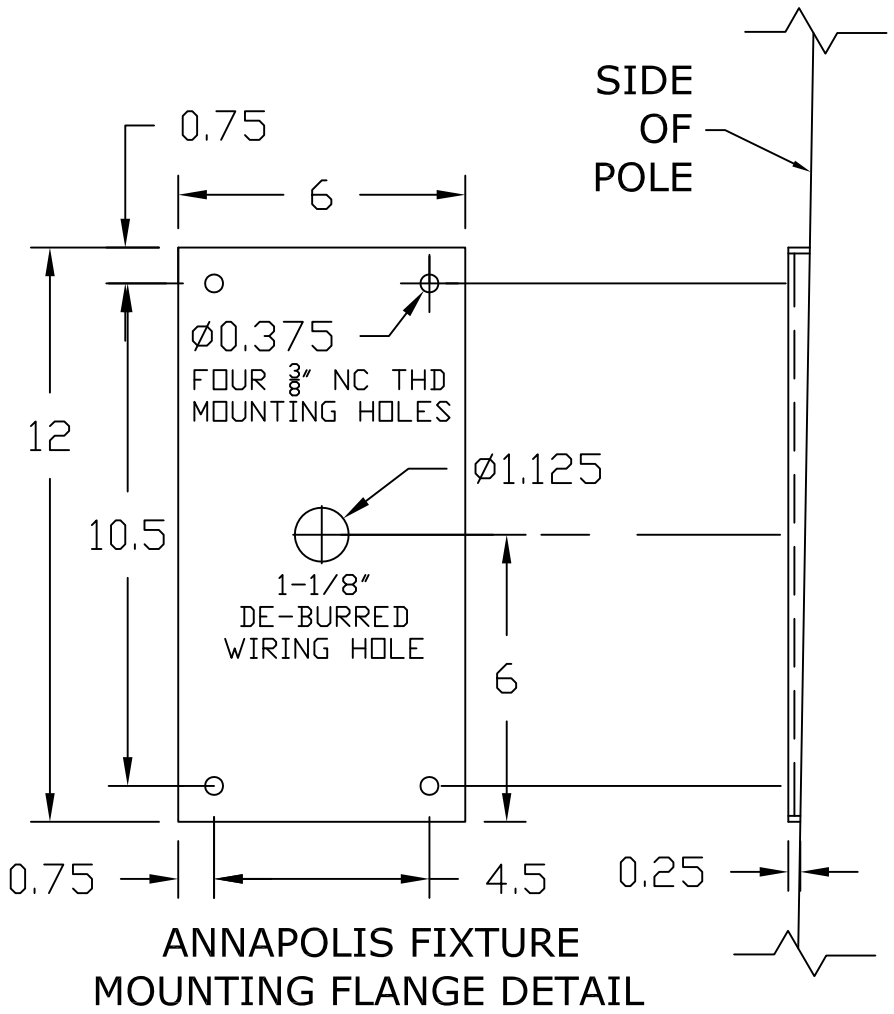
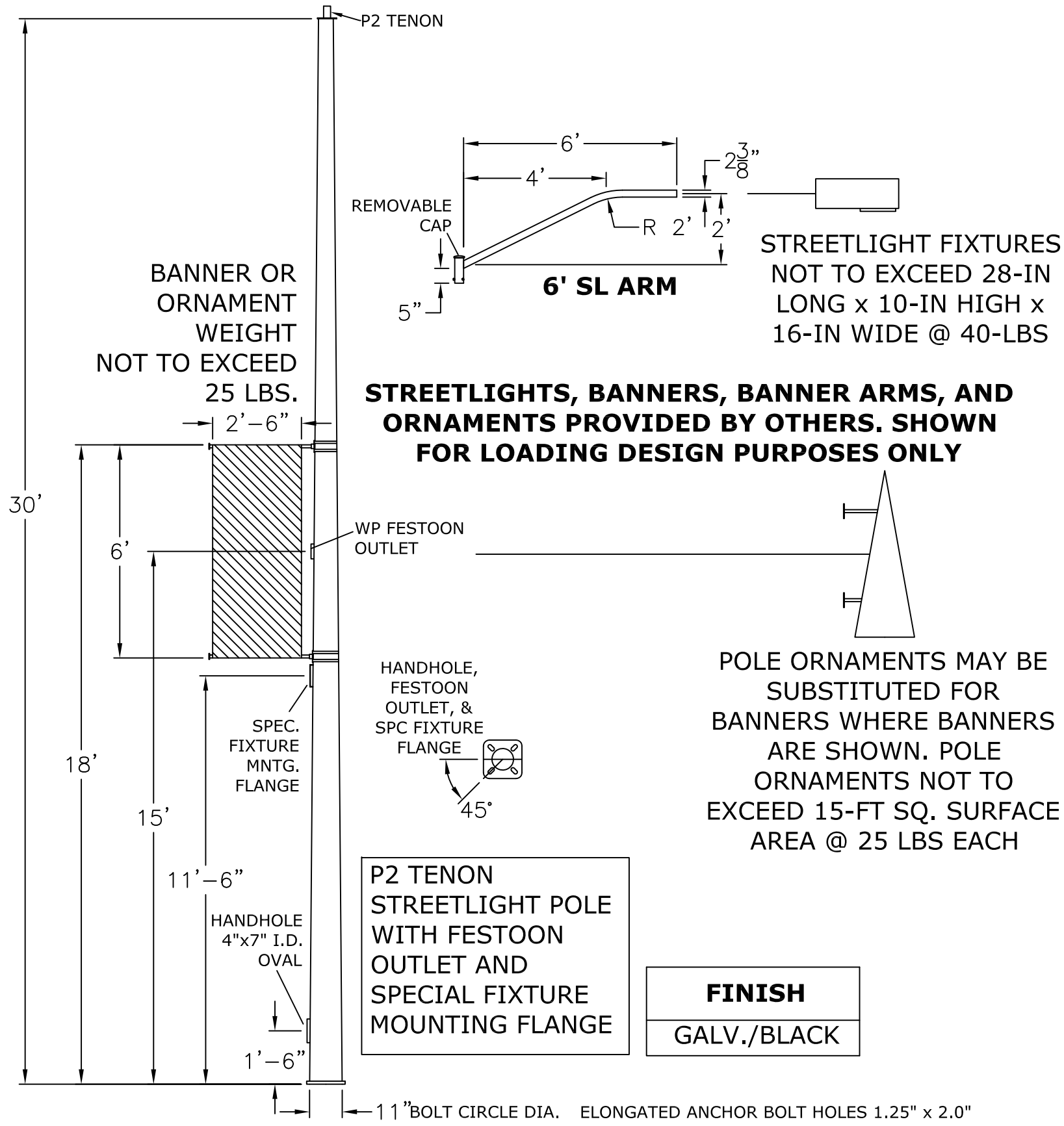
Yes_____ No_____

4. Question 4

Yes_____ No_____

If yes, please explain:

COMPANY NAME

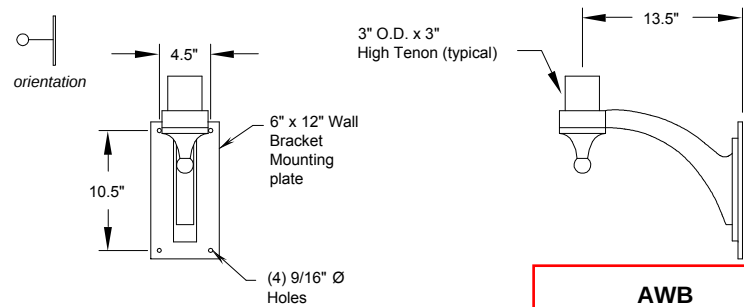


CITY OF GREEN BAY DEPARTMENT OF PUBLIC WORKS	PROJECT:	DRAWING: ANAPOLIS FLANGE STREETLIGHT POLE DETAILS	DRAWN BY: ROY C.	SCALE: NONE
			DATE: 3/20/15	REVISION: 0

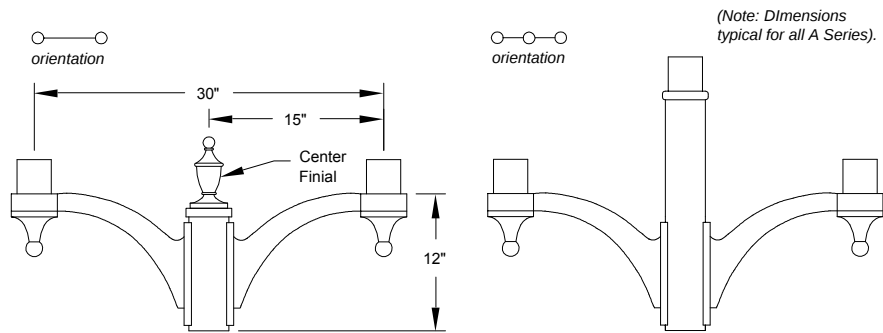
TYPE: SPV.0060.67

ANNAPOLIS Series

Crossarms & Wall Bracket

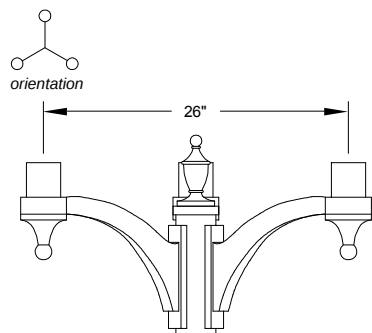


AWB
(one way wall mount)

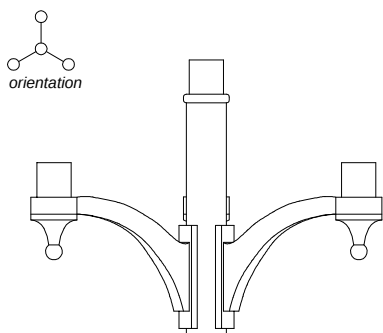


ACA/2
(two at 180°)

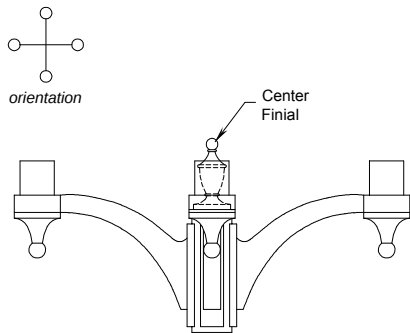
ACA/2T
(two at 180° w/ one at center)



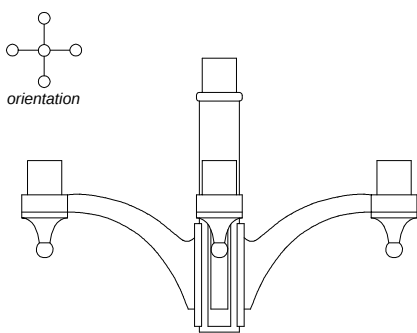
ACA/3
(three at 120°)



ACA/3T
(three at 120° w/ one at center)



ACA/4
(four at 90°)



ACA/4T
(four at 90° w/ one at center)

SPECIFICATIONS

CONSTRUCTION

The crossarms and wall brackets shall be one-piece construction. The arms shall be welded to a center spool. For wall brackets the arms shall be welded to a flat wall plate. All welding shall be per ANSI/AWS D1.2-90. All welders shall be certified per ANSI/AWS D1.2-90 Section 5.

MATERIALS

The arms, finials, and center spool tenons, shall be heavy wall, cast aluminum produced from certified ASTM 356.1 ingot per ASTM B-179-95a or ASTM B26-95. The center spool and wall bracket mounting plate shall be aluminum, ASTM 6061 alloy, heat treated to a T6 temper. All hardware shall be stainless steel. All exterior hardware shall be tamper resistant.

INSTALLATION

The crossarms shall slip-fit a post top tenon and attach with socket set screws. The center finial shall be removable. The wall bracket shall have four 9/16" dia. holes for mounting to the wall. (Bracket mounting hardware furnished by others.) Both crossarms and wall bracket shall have 3" O.D. tenons for luminaire mounting.

For finish specifications and color options see "Finish" section in catalog.

ORDERING GUIDE

Arms & Bracket Catalog #'s	Number of Luminaires Required
☒ AWB	one
☐ ACA/2	two
☐ ACA/2T	three
☐ ACA/3	three
☐ ACA/3T	four
☐ ACA/4	four
☐ ACA/4T	five

Material / Finish

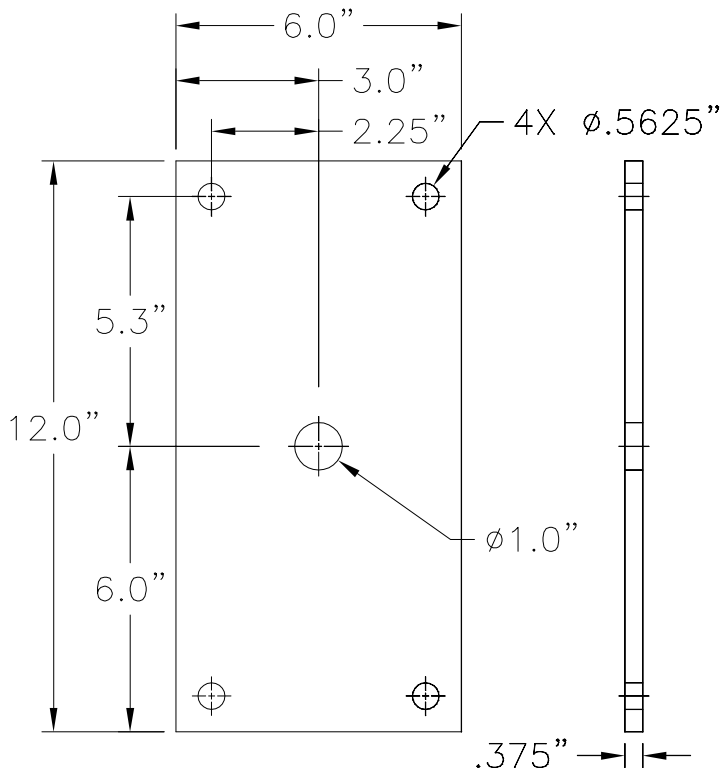
☒ -CA/BK	Cast Alum/Black
☐ -CA/DB	Cast Alum/Dark Bronze
☐ -CA/DG	Cast Alum/Dark Green
☐ -CA/PP	Cast Alum/Prime Painted
☐ -CA/CC	Cast Alum/Custom Color



HOLOPHANE
LEADER IN LIGHTING SOLUTIONS
An Acuity Brands Company

214 OAKWOOD AVENUE - NEWARK, OHIO 43055

Annapolis Wall Bracket



Specifications

CONSTRUCTION

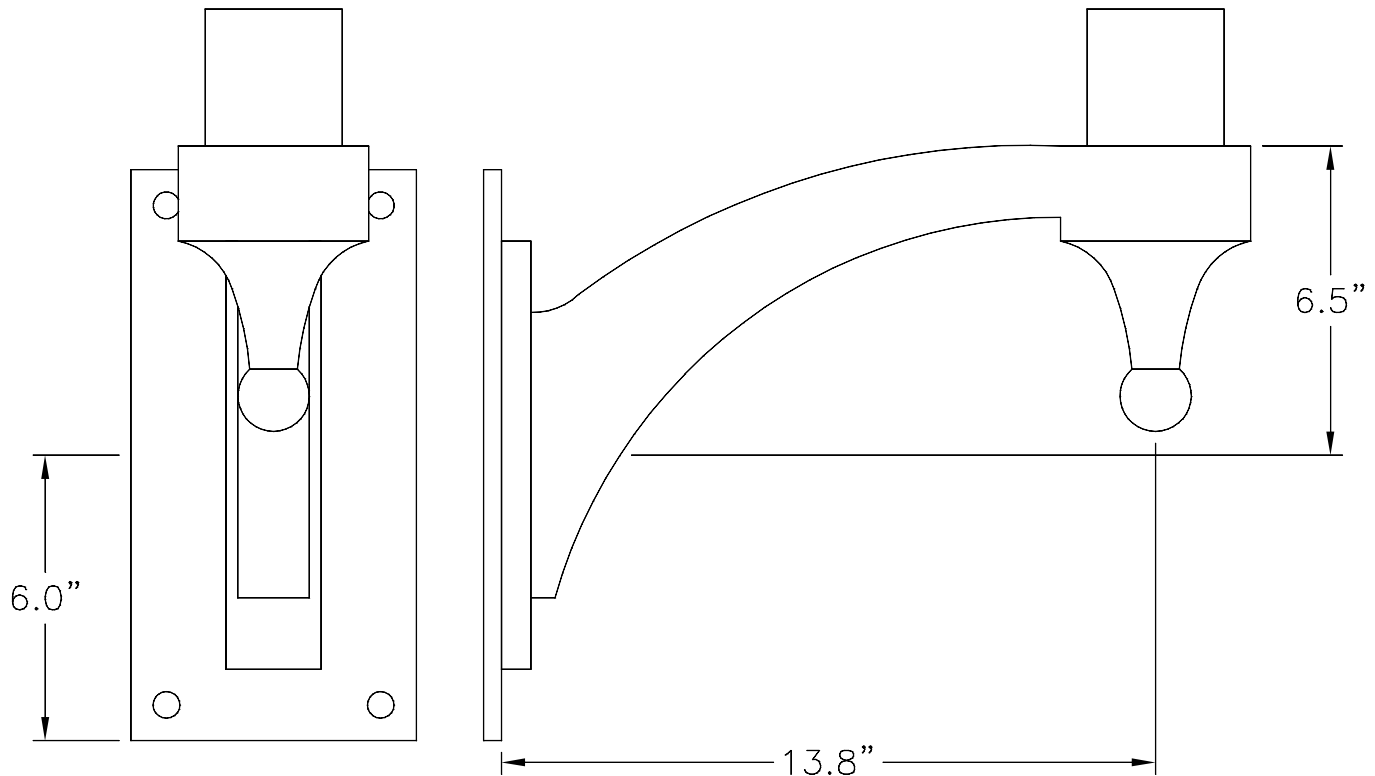
The wall bracket shall be one-piece construction. For wall brackets the arms shall be welded to a flat wall plate. All welding shall be per ANSI/AWS D1.2-90. All welders shall be certified per ANSI/AWS D1.2-90 Section 5.

MATERIALS

The arm shall be heavy wall, cast aluminum produced from certified ASTM 356.1 ingot per ASTM B-179-95a or ASTM B26-95. The wall bracket mounting plate shall be aluminum, ASTM 6061 alloy, heat treated to a T6 temper.

INSTALLATION

The wall bracket shall have four 9/16" dia. holes for mounting to the wall. (Bracket mounting hardware furnished by others.) Wall bracket shall have 3" O.D. tenon for luminaire mounting.



ARCHITECTURAL OUTDOOR ORDER #:

TYPE:

DRAWING NO: US-3637

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE. A UNIT OF SIMILAR DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE SUPPLIED WITH EACH ANCHOR BOLT ORDER TO MATCH THE POLE PROVIDED.

THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.


HOLOPHANE
 LEADER IN LIGHTING SOLUTIONS
 An **Acuity Brands Company**
 214 OAKWOOD AVENUE - NEWARK, OHIO 43055

SCALE: N/A
 DRAWN: BHH
 APP'D:
 DATE: 07-10-03

Job Name: _____	Client Name: _____
Job Location - City: _____ State: _____	Created By: _____ Date: _____
Product: _____ Quote: _____	Customer Approval: _____ Date: _____

SPECIFICATIONS

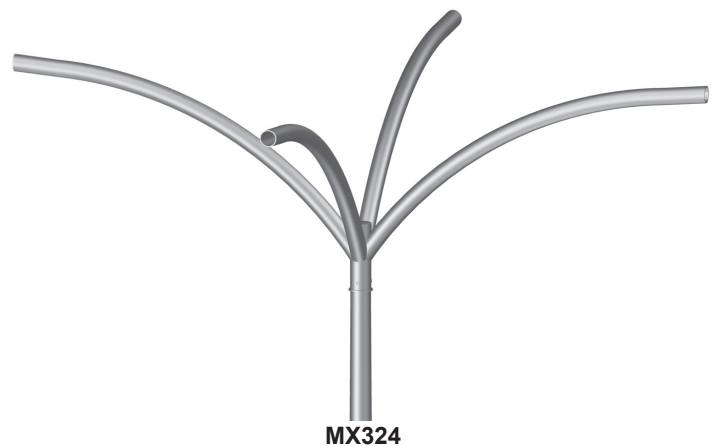
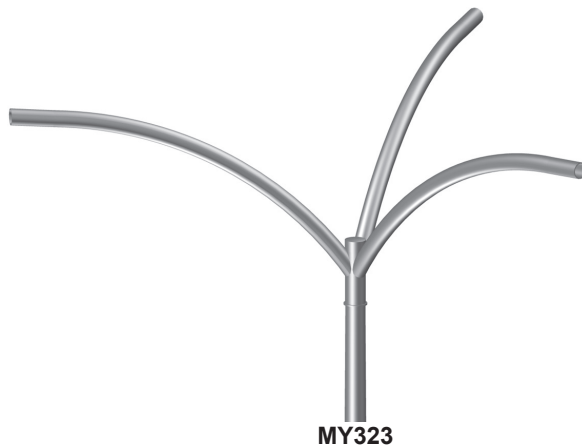
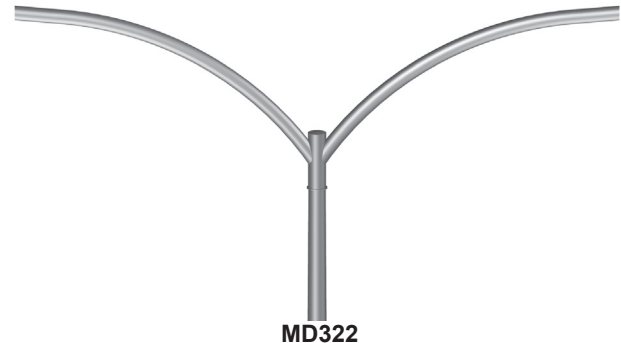
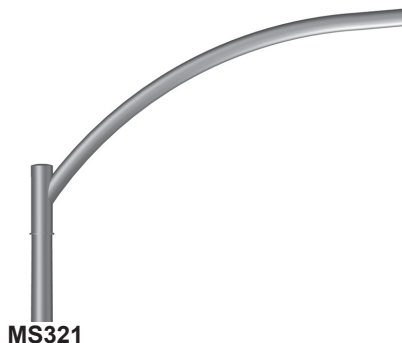
Center Hub - The center hub is 2.88" OD x 0.203" wall with a minimum yield strength of 36,000 psi.

Arms - Arms are 2.38" OD x 0.154" wall with a minimum yield strength of 36,000 psi. The maximum straight luminaire slipfit length is 6" for all 4'-0" arms and 12" for all 6'-0" arms. For other applications, please consult factory.

Hardware - All structural fasteners are galvanized high strength carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.

Finish - Standard finishes are either Galvanized (GV) and Finish Painted (FP). Additional finish options like Finish Paint over Galvanizing (FPGV) or any of the V-PRO™ Finish Coating Systems are available upon request. See order codes for color options.

Design Criteria - Please reference Design Criteria Specification for appropriate design conditions.



ATTACHMENT 3B

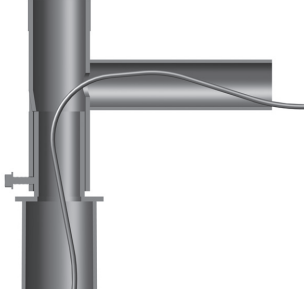
BRACKETS - UPSWEEP

Steel

Job Name: _____	Client Name: _____
Job Location - City: _____ State: _____	Created By: _____ Date: _____
Product: _____ Quote: _____	Customer Approval: _____ Date: _____

DETAILS

Pole Top Bracket Attachment



LOAD AND DIMENSIONAL DATA

DESIGN INFORMATION							MODEL NUMBER
MAXIMUM QUANTITY OF LUMINAIRES	FIXTURE ORIENTATION	ARM LENGTH	100 MPH w/1.3 GUST		BRACKET SIZE		
			MAX LUMINAIRE EPA¹ (SQ.FT)	MAX LUMINAIRE WEIGHT¹ (LBS)	EPA (SQ.FT)	WEIGHT (LBS)	
1	N/A	4'-0"	2.0	75	1.1	22	MS321-040-020
	N/A	6'-0"	2.0	75	1.5	29	MS321-060-020
2	180°	4'-0"	2.0	75	2.1	40	MD322-040-020
	180°	6'-0"	2.0	75	2.8	54	MD322-060-020
3	120°	4'-0"	2.0	75	1.8	57	MY323-040-020
4	90°	4'-0"	2.0	75	2.8	75	MX324-040-020

- Maximum luminaire EPA (Effective Projected Area) and weight values are based on a maximum mounting height of 70'-0". Variations from sizes above are available upon inquiry at the factory.
- Total combined weight and EPA of brackets and luminaires cannot exceed Design Information of specified pole.

PRODUCT ORDERING CODE

MODEL NUMBER	FINISH SYSTEM	STANDARD COLOR OPTIONS
MS321-040-020 MS321-060-020 MD322-040-020 MD322-060-020 MY323-040-020 MX324-040-020	GV = Galvanized FP = Finish Painted -----OPTIONAL----- FPGV = Finish Paint over Galvanizing VP30 = V-PRO™ 30 System VP32 = V-PRO™ 32 System VP53 = V-PRO™ 53 System VP54 = V-PRO™ 54 System VP57 = V-PRO™ 57 System VP100 = V-PRO™ 100 System VP105 = V-PRO™ 105 System	GV = Galvanized BK = Black DB = Dark Bronze MB = Medium Bronze WH = White LG = Light Gray CB = Bronze DG = Dark Green ST = Sandstone HG = Hunter Green SG = Slate Gray SL = Silver SC = Special Color (Specify)

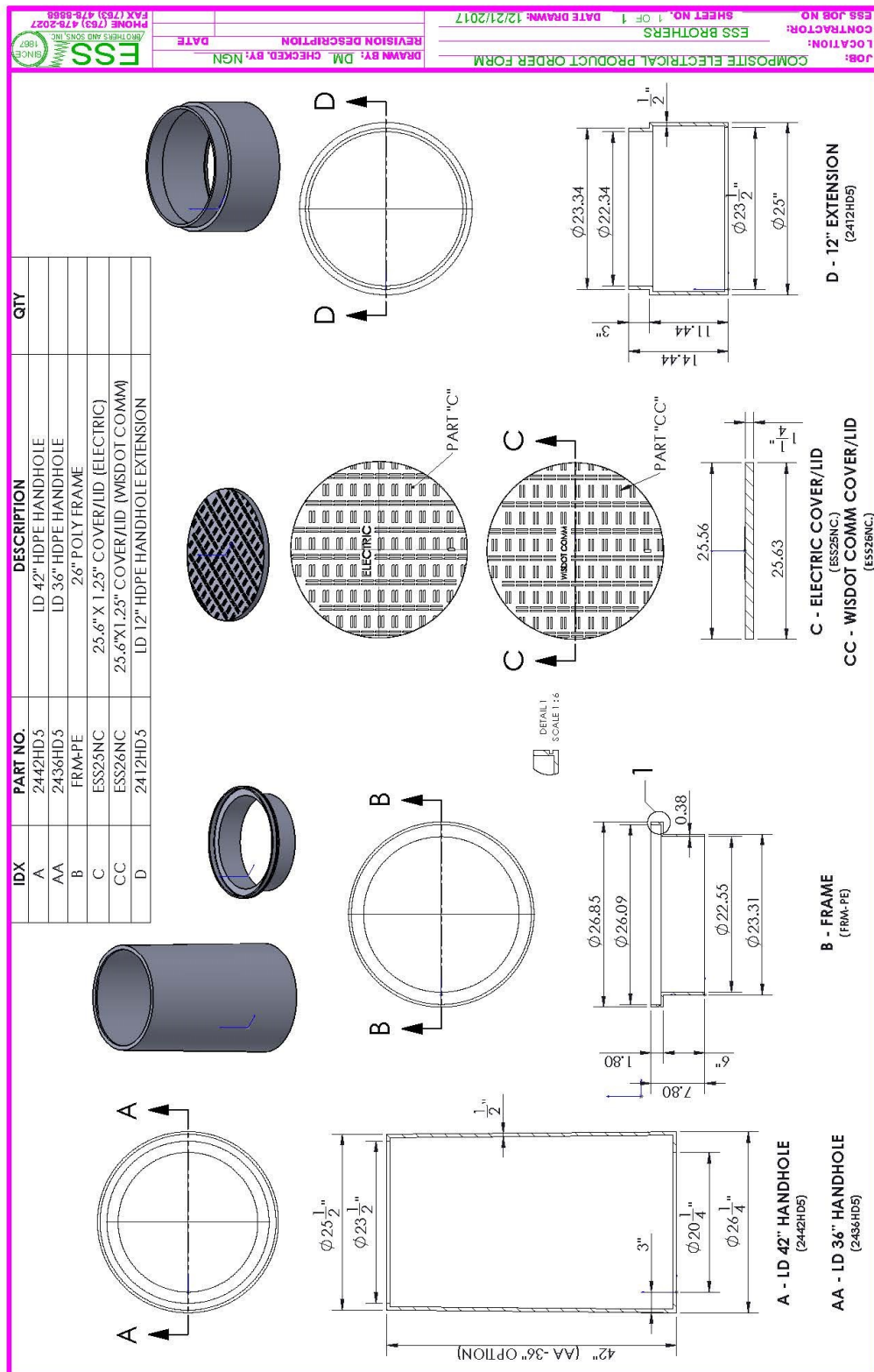
JDT HANDHOLE



1. 36" or 42" Enclosure heights that can be trimmed to specific slopes.
2. Polyethylene material is inert & shatter proof. Will not break during unloading, installation or snowplowing.
3. Ergonomic design & lightweight—easy to handle.
4. Custom molded using reprocessed/recycled material
5. 9" & 12" extensions available
6. Reverse taper to prevent frost heaves.
7. Special lettering Available—MNDOT SIGNAL., MNDOT LIGHTING, MNDOT TMS, MNDOT ANIT-ICING, ELECTRIC, WISDOT COMM
8. Stainless Steel Hardware
9. Installation bedding should be as per engineer design
10. Enclosure must be installed level and at grade according to plan

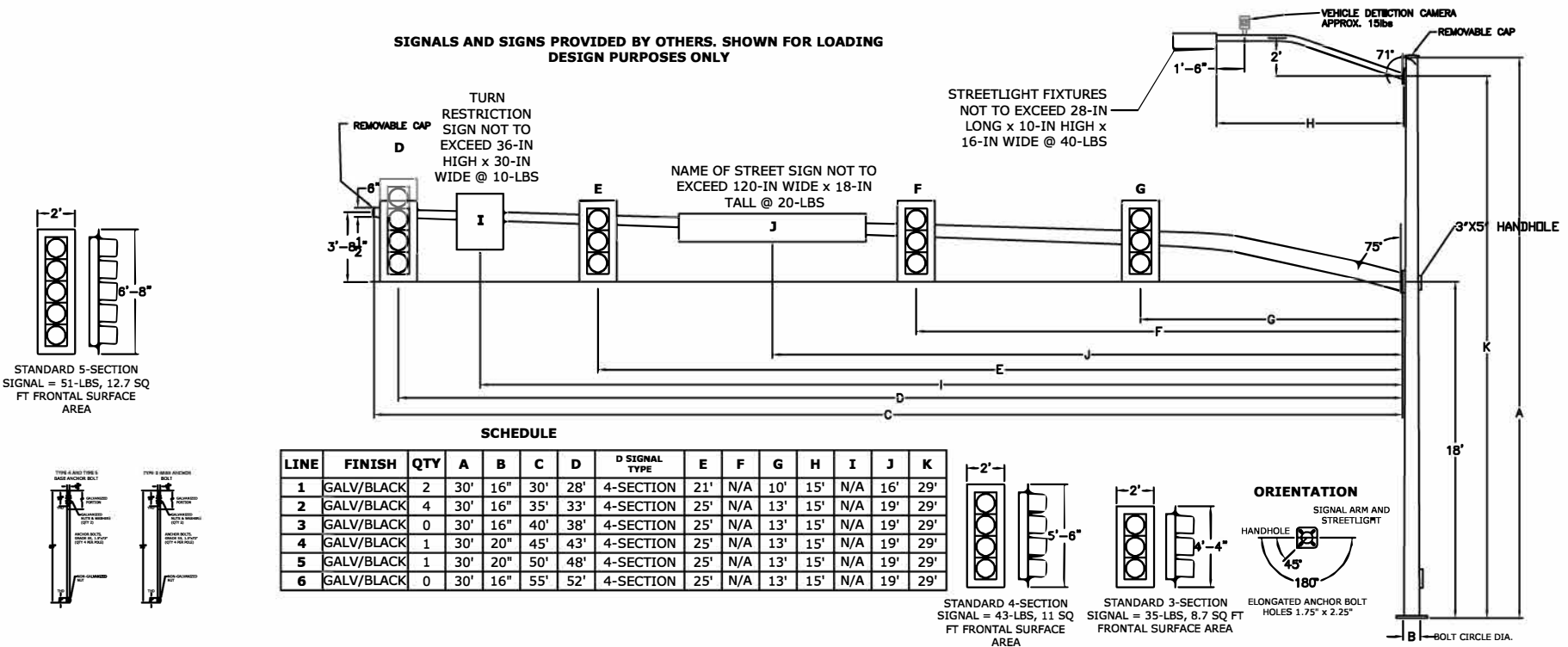
Ess Brothers and Sons Inc
9350 County Road 19, Loretto, MN 55357
763-478-2027 fax 763-478-8868 www.essbrothers.com

Non Conductive Pull Box



Ess Brothers and Sons Inc
 9350 County Road 19, Loretto, MN 55357
 763-478-2027 fax 763-478-8888 www.essbrothers.com

ATTACHMENT #5



CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS

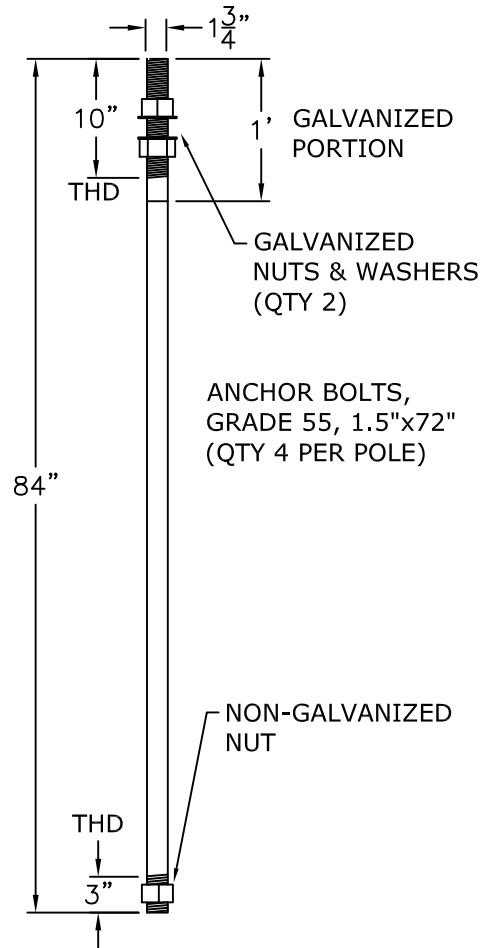
PROJECT:
N. WEBSTER

DRAWING:
TRAFFIC SIGNAL
POLES

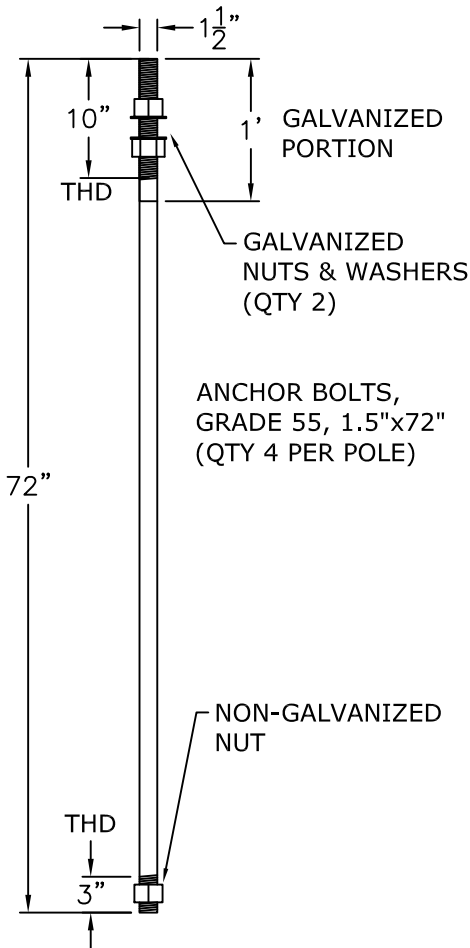
DRAWN BY:
ROY C.
DATE:
8/21/18
SCALE:
NONE
REVISION:
1

ATTACHMENT #6

**TYPE 4 AND TYPE 5
BASE ANCHOR BOLT**



**TYPE 3 BASE ANCHOR
BOLT**



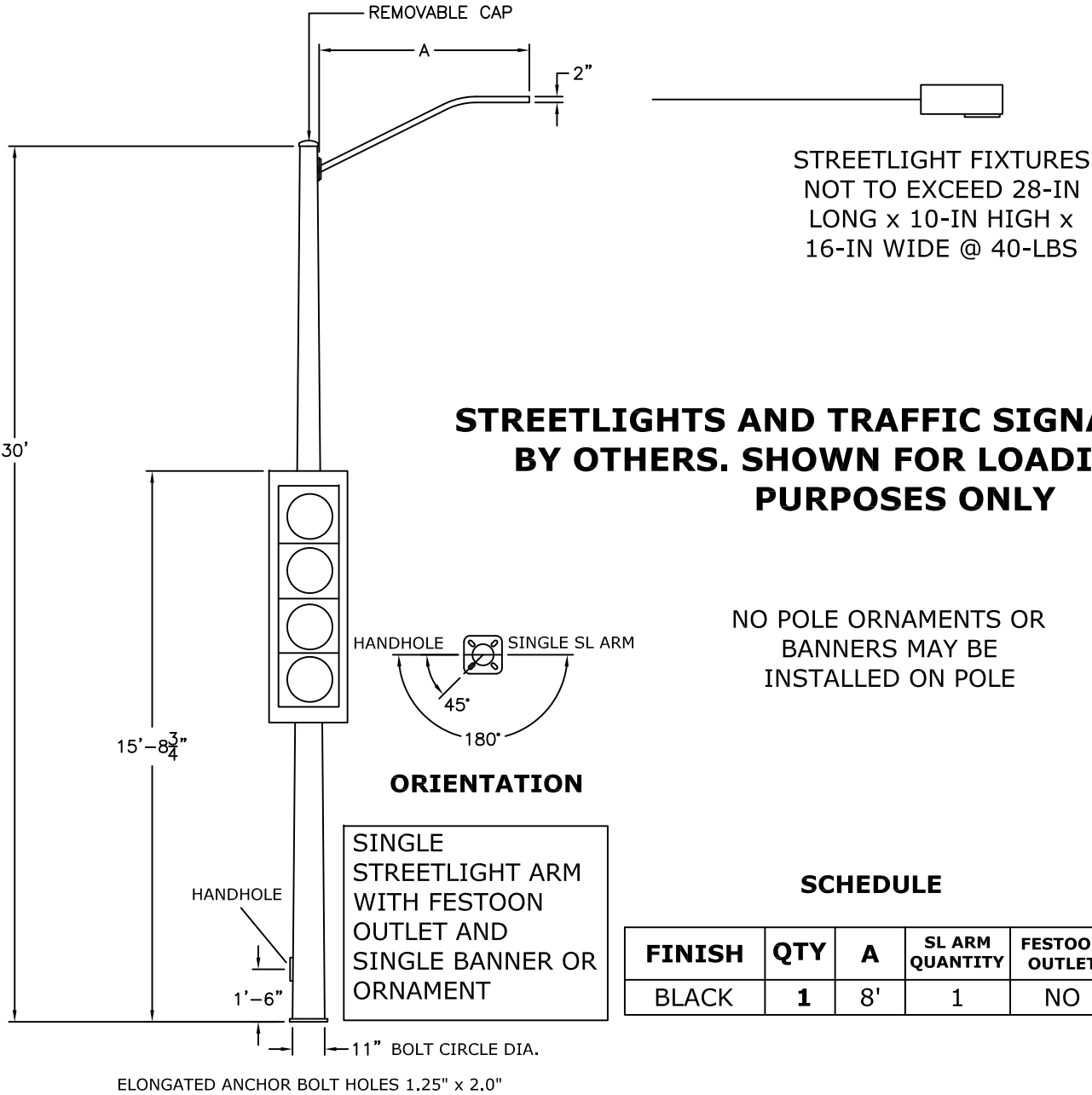
**CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS**

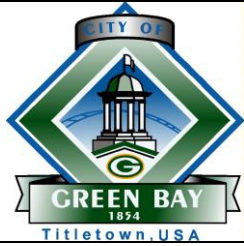
PROJECT:
N. WEBSTER

DRAWING:
**TRAFFIC SIGNAL
POLES**

DRAWN BY:
ROY C.
DATE:
8/21/18

SCALE:
NONE
REVISION:
1



**Form E: References****RFB #: 2021-39***This form must be returned with your response.*

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME		CONTACT NAME	
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME		CONTACT NAME	
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME		CONTACT NAME	
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			



**Appendix A
City of Green Bay
Standard Terms and Conditions**

(STC-Form: 3/5/2020)

General. Throughout this document, "City of Green Bay," "City" and "Purchasing" shall be synonymous and mean the City of Green Bay. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer," "vendor," and "contractor." The phrases "request for proposal," "request for bids," "request for quotes," "quote," "request," "invitation," and "solicitation" shall also be synonymous. As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.

Entire Agreement, Order of Precedence. These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFB/RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall along with these Standard Terms and Conditions, the City's request for proposals/bids, the version of the vendor's response/bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute the entire agreement ("Contract") and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.

If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals/bids, the version of the vendor's response/bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.

Bid Selection. This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.

The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

Addenda. Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.

Price Proposal. All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.

Price Inclusion. The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly

necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.

Pricing and Discount.

Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.

F.O.B. Destination Freight Prepaid. Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.

Award.

The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.

The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.

Responsiveness and Responsibility. Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed Contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

Cancellation/Termination.

The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.

The City may terminate this Contract for any reason, including convenience upon prior written notification to Bidder. Termination for convenience by City will entitle Bidder to payment for only those goods or services delivered, received and accepted and not subsequently rejected by the City.

In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue un-remedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Contract and all rights of the Bidder under the Contract.

Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for Contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel or terminate the Contract without notice.

Specifications.

All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.

When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.

Regulatory Compliance.

Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.

If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for one (1) year from the date of receipt. If bidder or manufacturer offers warranty that exceeds one year, such warranty shall prevail.

Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

Nonexclusive Contract. Unless otherwise stated, the City reserves the right to purchase work or materials outside of this Contract.

Item Return Policy. Bidder will be required to accept return of products ordered in error for up to thirty (30) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.

Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.

Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the purchase order. Send invoices to Bill To address on the purchase order. Do not send invoices to ship to address.

Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.

Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

Invoices submitted more than 60 days after the last day of service or after delivery shall not be paid and will be returned to the Vendor.

F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

Tax Exemption. The City of Green Bay is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is 008-0000428893-07.** Any other sales tax, use tax, imposts,

revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

Nondiscrimination. During the term of this Contract, the contractor, 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.

Prevailing Wage. Where applicable under federal law, the contractor warrants that prevailing wages will be paid to all trades and occupations.

Indemnification. Contractor 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 contractor 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.

Contractor 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 contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's 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.

Choice of Law and Compliance. This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States District Court for the Eastern District of Wisconsin.

The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this Contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

Contractor shall be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract. The contractor shall also be required, when appropriate to obtain the necessary building permits prior to performing work on City facilities.

Independent Capacity/Status of Contractor/Tax Filing. The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The contractor agrees to

take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the City.

Contractor shall provide a valid IRS W9 form to the Purchasing Department, prior to payment. The contractor is informed that as an independent contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the contractor. The contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

Open Records. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Contract, and that the contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Contract.

Confidentiality. Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature. Confidential Information does not include any information that (i) falls under Wisconsin Public Records Law (see Open Records) (ii) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (iii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iv) has been independently acquired or developed by the receiving party without violating its obligations under this Contract or under any federal or state law.

Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this Contract shall be repaired to the City's satisfaction at the contractor's expense.

Warranty of Materials and Workmanship.

The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The contractor further warrants that all workmanship shall be first class and in accordance with the Contract and shall be performed by persons qualified in their respective trades.

Work not conforming to these warranties shall be considered defective.

This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the contractor of its obligations to furnish materials and workmanship in accordance with this Contract and its specifications.

Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this Contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve

the contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, Contract requirements and specifications.

Ownership of Contract Product. All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the contractor hereby assigns to City all of the contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent contractors who prepare portions of the Documents shall be required by the contractor to execute an assignment of ownership in favor of the City before commencing work.

Force Majeure. Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

Software & Technology Purchases.

Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions without being specifically authorized by the City's Attorney or I.T. Director through procedures approved by the City Attorney and Risk Manager. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.

No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as waiver of subsequent breach of the same covenant, term or condition.

Assignability/Subcontracting. Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by contractor and employees of contractor.

Amendment. This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other

person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

Severability. It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

Authority. Contractor represents that it has the authority to enter into this Contract. If the contractor is not an individual, the person signing on behalf of the contractor represents and warrants that he or she has been duly authorized to bind the contractor and sign this Contract on the contractor's behalf.

Counterparts, Electronic Delivery. This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.



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

MEETING DATE

December 1, 2021

PREPARED BY

AGENDA ITEM # F.1

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

December 1, 2021

PREPARED BY

AGENDA ITEM # F.2

The next Improvement and Services Committee meeting is scheduled for December 15, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None