AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, APRIL 12, 2023, 5:00 PM
Immediately following Parks Committee.

In person at City Hall, Room 207
Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

B. Roll Call.

C. Approval of the Agenda.

D. Approval of Minutes.

E. Regular Business.

1. Consideration with possible action to authorize the purchase of 416 rain barrels and to approve the award to Earthmark LLC in the amount of $29,120 to implement a rain barrel program for Green Bay residents.

2. Consideration with possible action on the recommendation to select a consultant to provide professional engineering services for the City-Wide SLAMM analysis and TMDL Implementation Plan Update project.

3. Consideration with possible action on request by Department of Public Works to enter into a three-party contract between the City, ra Smith, and WisDOT for the design of Mather Street reconstruction project.

4. Consideration with possible action on request by Department of Public Works to enter into a Developer's Agreement with Habitat for Humanity for the extension of Ricky Drive south and east to Richmond Street.

5. Consideration with possible action on request by Department of Public Works to award the following contracts at a staff level and report the award at the next Improvement and Services Committee meeting:

a. PARKS 7-23 BAY BEACH NEBULAZ
b. CITY HALL 1-23 REROOFING

6. Report the award of the following contracts:

   a. RESURFACING 1-23 (INCLUDING SEWER & WATER)
   b. RESURFACING 2-23 (INCLUDING SEWER & WATER)

7. Consideration with possible action to approve and accept the additional rights-of-way required for the reconstruction of School Place – Oak Street to 13th Avenue.

Part of Tax Parcel #	Interest Required	Owner Name(s)	Amount
3-663	Fee	Ian N. Diermeier	$1,400
3-664	Fee	Trebor J. Tepolt and Nakita J. Lor-Brooks	$1,400

8. Report of actions taken by Department of Public Works.

   A. Granting of Licenses

      1. Sidewalk Builder

         a. Ramco Construction Services LLC
         b. Melnarik Concrete Inc.
         c. Frank O. Zeise Construction Co., Inc.
         d. Bath Concrete Flatwork, LLC
         e. Green Bay Concrete LLC
         f. KPC Concrete Contractor LLC
         g. Complete Concrete Solutions LLC
         h. Patriot Concrete LLC
         i. DeGroot Concrete LLC
         j. Elexco Inc.
         k. Precision Flatwork
         l. JD Concrete Corporation
         m. Blaser Construction, LLC

F. Informational.

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

2. The next Improvement & Services Committee meeting is scheduled for April 26, 2023.

G. Public Hearings.

H. 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.

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

MEETING DATE	PREPARED BY
April 12, 2023	

AGENDA ITEM # E.1

Consideration with possible action to authorize the purchase of 416 rain barrels and to approve the award to Earthmark LLC in the amount of $29,120 to implement a rain barrel program for Green Bay residents.

BACKGROUND

This is an ARPA funded project approved by Common Council on 2/1/2022. This proposed purchase will exhaust $60,000 allocated for the rain barrel initiative. In 2022, five hundred rain barrels were purchased and distributed to residents.

RECOMMENDATION

Award the purchase of 416 rain barrels to Earthmark LLC in the amount of $29,120.

FISCAL IMPACT

$23,600 ARPA; $5,520 Stormwater Utility

ATTACHMENTS

1. 2023-13 Quote Summary_Rain Barrels

CITY OF GREEN BAY QUOTATION SUMMARY
RFQ #2023-13 Rain Barrels with Diverters

DEPT: DPW		REQ #	VENDOR #1	
DS Planholders: 6 Vendors		CC# 10000	EARTHMARK LLC	
ISSUED:		DUE: 3/30/23	Delaware, OH	
QTY	UNIT	DESCRIPTION	UNIT	PRICE
416	EA	Rain Barrels with Diverter Kits	$ 70.00	$ 29,120.00
		LEAD TIME:	4-6 Weeks	
		PAYMENT TERMS: NET 30 EARLY PAYMENT DISCOUNT:	Net 30	
		COMPANY ACCEPTS P-CARD PAYMENTS:	Yes	
		BID COMPLIANT:		

Recommendation: Award to Earthmark LLC in the amount of $29,120.00

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

MEETING DATE	PREPARED BY
April 12, 2023	

AGENDA ITEM # E.2

Consideration with possible action on the recommendation to select a consultant to provide professional engineering services for the City-Wide SLAMM analysis and TMDL Implementation Plan Update project.

BACKGROUND

Stormwater from the City's stormwater conveyance system is regulated under a Wisconsin Department of Natural Resources (WDNR) municipal separate storm sewer system (MS4) permit, WPDES Permit No. WI-S050075-3. Because the City is located within the Lower Fox River Basin, the City is subject to Total Maximum Daily Load (TMDL) requirements for total phosphorus (TP) and total suspended solids (TSS). The WDNR MS4 permit requires the City to update its SLAMM analysis and TMDL implementation plan every 5 years prior to permit reissuance. The City has reviewed proposals from consultants to complete the required work and is recommending the project be awarded to the selected consultant. Further information will be provided at the April 12, 2023 I&S Committee meeting. The project will be funded from the Stormwater Utility budget under Contractual Services.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. RFP - City Wide SLAMM Analysis and TMDL Implementation Plan
2. RFP 2023 City Wide TMDL Plan and SLAMM - Addendum 1

CITY OF GREEN BAY
REQUEST FOR PROPOSAL

FOR

PROFESSIONAL ENGINEERING SERVICES
CITY WIDE SLAMM ANALYSIS AND
TMDL IMPLEMENTATION PLAN UPDATE

Issued - March 10, 2023

Deadline for Proposals – April 5, 2023

1. INTRODUCTION

The City of Green Bay (City) Department of Public Works is seeking proposals for professional engineering services for stormwater modeling and plan preparation for the *City Wide SLAMM Analysis and TMDL Implementation Plan Update* project.

Stormwater from the City's stormwater conveyance system is regulated under a Wisconsin Department of Natural Resources (WDNR) municipal separate storm sewer system (MS4) permit, WPDES Permit No. WI-S050075-3. Because the City is located within the Lower Fox River Basin, the City is subject to Total Maximum Daily Load (TMDL) requirements for total phosphorus (TP) and total suspended solids (TSS).

In 2018, the City's consultant completed city-wide SLAMM modeling for the City's seven drainage areas (reachsheds) and the development of a TMDL implementation plan, collectively known as the *City Wide 2018 SLAMM Analysis Final Report*. Under the MS4 permit, the City is required to update the SLAMM modeling and TMDL Implementation plan for submittal to WDNR by October 31, 2023 as specified under section A.6.3 of the MS4 permit.

2. GENERAL DESCRIPTION OF WORK

The consultant shall perform the necessary engineering services to complete the SLAMM modeling and TMDL implementation plan update so that the City can meet the October 31, 2023, submittal deadline to WNDR and comply with its MS4 permit. The following is a general description of the scope of services required by the Consultant and is not intended to be an inclusive or detailed list of all work required to complete the project.

A. Project kick-off and data gathering

The Consultant shall provide a project plan and schedule to the City for discussion during a project kick-off meeting. The Consultant shall be prepared to discuss with the City data needed to complete the updated SLAMM modeling. Following discussions, the Consultant shall provide the City with a list of additional data or information needed to complete the SLAMM modeling update.

B. Stormwater pollution analysis and evaluation for each TMDL reachshed boundary and City storm water basin

The Consultant shall review the 2018 SLAMM modeling performed for the City's 7 reachshed areas and 430 storm water basins. The Consultant shall evaluate whether the basin boundaries and the modeled MS4 annual average pollution load without any stormwater management measures continue to be appropriate or whether modifications are needed. The Consultant shall propose modifications to the basins or modeled MS4 annual average pollutant load without any stormwater control measures, if appropriate. Tables of TMDL loads per City basin shall be organized by reachshed first and then numerically by basin number.

The Consultant shall evaluate existing stormwater control measures implemented since 2018, including the type of measure, area treated in acres, the pollutant load reduction efficiency, and confirmation of the long-term maintenance of each practice for purposes of the modeling. The Consultant shall evaluate land use changes (i.e. new development) and any municipal boundary changes. The consultant shall conduct modeling to determine the modeled MS4 annual average pollutant load with existing stormwater control measures based on changes that the City has implemented since the 2018 analysis. This should be done at the reachshed and basin level.

The Consultant shall determine the percent reduction in pollutant load achieved calculated from the no-controls condition and the existing controls condition.

If the evaluation shows that the City is not achieving the required TMDL reductions, then an updated TMDL Implementation Plan will be required. The Consultant should plan to prepare an updated written TMDL Implementation Plan for submittal to the DNR under this project. The Consultant shall plan to meet with the City to discuss and evaluate potential management options to be included in the updated written TMDL Implementation Plan. The consultant shall update the 2018 alternatives evaluation matrix. The matrix will be updated with the revised loadings, planning level costs, and updates of the other criteria listed in the matrix. Cost estimates shall be provided for proposed stormwater management controls. The proposed stormwater management controls will be re-scored and then re-ranked.

C. Preparation of Final Documentation and Written TMDL Implementation Plan

The Consultant will prepare the final documentation and a written TMDL Implementation Plan as required by Section A.6.3 of the MS4 permit (i.e. updated storm sewer map, tabular summaries, list of management options to achieve compliance, and implementation schedule). The report shall document project setting, modeling methodology and assumptions, compile TSS and TP pollution loadings into an appropriate tabular format, document the pollution control (TSS and TP) achieved by existing management measures, and summarize the potential new stormwater control practice removal efficiency and cost. The report will also contain maps displaying the results of the modeling, and the potential locations of proposed stormwater control practices.

The City will review the final draft of the report before it is finalized. The Consultant will provide one (1) hard copy and one (1) electronic copy in Adobe format of the draft report to the City for review. The Consultant will provide five (5) hard copies and one (1) complete electronic copy in an Adobe format of the final report to the City. The Consultant will provide the associated word documents in Microsoft Word format, tables in Excel format, GIS files and all WinSLAMM files prepared under this scope of work to the City.

D. Meetings

The Consultant shall plan for a minimum of three (3) face-to-face meetings with City staff for this project. Additional meetings in person or virtually may be proposed by the Consultant. The City anticipates a kick-off meeting (see-above) to discuss the proposed project, anticipated schedule and additional data needs from the City. The other two meetings should be proposed to discuss project progress and to discuss and evaluate stormwater controls, practices and projects needed to meet TMDL objectives. If requested by the City, representatives from the other permitted entities within the Urbanized Area and/or WDNR may be invited to attend the meetings.

E. Assumptions

- No field survey, wetland delineation, or other field investigations will be conducted.
- The scope does not include coordination with NEW Water and any feasibility study they may develop for purposes of their compliance with the TMDL.
- The City shall furnish the Consultant all available maps, orthophotographs, stormwater conveyance system drawings, stormwater management plans, parcel graphical and tabular data, and other relevant stormwater management data, all of which may rely upon without independent verification in performing the Scope of Work. It is also assumed that the above

information will be provided at no cost to the project. Data files or documentation will be provided digitally to the Consultant if available electronically, or paper copy format (if a digital format is not available).

- Information on the storm sewer, sanitary sewer and water main systems will be based upon information provided within the City's GIS system. No independent verification of the accuracy of the GIS data will be conducted.

- Some information provided by the City may be inaccurate or unreliable. The Consultant cannot be responsible for inaccuracies in the data supplied by the City. Field verification of the data is not included in the Scope of Work.

- Preparation of design plans, specifications, or construction documents are not included in this scope of work. No CAD plans or profile sheet will be developed by the Consultant under this scope of work.

- The UW-Green Bay campus analysis will not be updated under this scope.

F. Information to be Considered for Updated SLAMM Analysis

The following information should be considered by the Consultant for inclusion in the updated SLAMM analysis.

- The City has agreed to purchase sediment credits from the Green Bay Packaging Mill up-grade and the surrendering of their WPDES stormwater permit. The first payment was due in 2021 and will terminate in 20 years at which time the City will 'own' the 108,000 pounds of TSS credit.

- The City has a total of nine street sweepers, four mechanical and five regenerative air type sweepers. One mechanical and one regenerative air street sweeper are considered to be back-up equipment. Quantities of street sweepings collected are as follows:

    - 2018: 2,600 tons
    - 2019: 2,600 tons
    - 2020: 4,100 tons (20 rounds of sweeping)
    - 2021: 5,100 tons (19 rounds of sweeping)
    - 2022: 5,500 tons (20 rounds of sweeping)

- City stormwater projects implemented since 2018 include:

    - Shipyard Storm Lift Station (2018-2019, repairs in 2022)
    - Wolf Pack Pond and N. Quincy Street Storm Lift Station (2019)
    - Pearl and Howard Storm Lift Station, (Basin 106) upgrades (2020)
    - Museum Place Storm Lift Station (2020)
    - Superior Road Stormwater Pond (2018-2019),
    - Grass Swales on N. Webster Ave. (2018-2019),
    - Eliza Street Reconstruction – permeable pavers (2022),
    - Shipyard Redevelopment - green infrastructure project (expected 2023),
    - Seymour Park East (2023),
    - Seymour Park West (2023), and
    - Bay Beach Amusement Park Stormwater Management Plan and stormwater improvements (2023).

- Private stormwater management measures have been constructed since 2018 and the Consultant will need to consider whether those controls should be incorporated into this analysis. The City requires as-builts, a P.E. certification, and recorded stormwater maintenance agreements after construction.

- The City initiated a rain barrel project in 2022. Five hundred rain barrels were delivered to residential homeowners. To date, the City has not conducted follow-up inspections, so the Consultant will need to determine whether this stormwater management measure can be considered in this analysis.

- The City conducts leaf and yard waste cleanup in the Spring and Fall of each year during a 4 to 6 week period. The City will pick-up all areas of the City on a rotating basis, the number of rounds of pick-ups varies based on weather and leaf fall. Towards the end of the leaf pick-up schedule in the Fall, the City specifically targets and cleans stormwater inlets throughout the City.

- The City has contracted with Stormwater Solutions Engineering (SSE) to prepare a Citywide Green Stormwater Infrastructure Plan. The plan is expected to be complete in 2023. The City will share the final report with the Consultant when the report is available, but it is not expected to significantly impact the work under this project.

- The City added approximately 5 new lift stations since 2018 and abandoned one lift station for a total of 17 storm water lift stations maintained by the City. The lift stations are cleaned as needed with an assumed frequency of once per year.

- The City maintains 26 wet ponds, 1 dry pond, 1 construct wetland, 2 swales, 15 hydrodynamic separation devices (HSDs), and 1 Filterra Bioretention device. Since 2018, 2 wet ponds and 0 HSDs were added by the City.

- The Consultant may consider future redevelopment projections in the analysis. If appropriate for inclusion, this would require further discussion with the City.

3. SCHEDULE

Consultant shall prepare and submit a schedule based upon a Contract award of April 19, 2023. The proposed schedule should allow for a two week review of the draft report by the City and two weeks for committee review of the final report prior to submittal to WDNR by October 31, 2023.

4. CITY PROVIDED INFORMATION

To the extent available, the City will furnish, without cost to the Consultant, the following:

- Base drawing showing parcel and right-of-way information.

- Digital aerial photography with digital elevation model (DEM). NOTE: Contact Brennan Rhode, DPW – GIS Specialist, at 920-448-3100 or BrennanRh@greenbaywi.gov .

- LiDAR data from Green Bay Information Technology, Consultant must provide portable hard drive for the transfer of data.

- Existing and proposed land use.

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy and make decisions.

- Existing information pertaining to locations, sizes, and elevations of existing sanitary and storm sewers.

- An updated storm sewer system map that identifies the current city boundaries.

- Other information and data upon request if readily available.

5. QUESTIONS AND ADDENDUMS

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. The City will not be responsible for oral interpretations given by City employees, representatives, or others. All Proposal should use this written document, attachments and addendums as the sole basis for their proposal. Respondents who do not acknowledge the amendments in their proposal may have their proposal rejected.

All questions and requests for information to this RFP **must be in writing** and received by the City Department of Public Works / Utility Division **no later than 4:30 p.m. CST, Friday, March 24, 2023**. E-mail questions to Valerie.Joosten@greenbaywi.gov. Clearly mark the subject line in the e-mail: "Question for City Wide TMDL Plan and SLAMM".

Answers to all written questions will be issued in the form of an addendum and are expected to be submitted to all consultants by e-mail no later than 4:30 p.m. CST, Wednesday, March 29, 2023.

6. CONSULTANT SELECTION

The City will review the proposals and make a final selection. The selection will be based on a combination of qualifications, strength of team, and costs, in the best interest of the City. Proposals will not be publicly opened. The City reserves the right to accept or reject any proposal submitted. Costs incurred in the preparation and submission of a proposal shall be done by the Consultant submitting the proposal.

The contract award is anticipated to be made on **April 19, 2023**.

7. ATTACHMENTS

A. City of Green Bay Standard Agreement for Professional Services

B. City Wide 2018 SLAMM Analysis Final Report

C. Proposed SCM Matrix spreadsheet

8. PROPOSAL CONTENTS

A. Firm's name, address, e-mail address, telephone number and name of contact person.

B. A brief statement stating the Consultant's understanding of the project and services to be provided and a positive commitment to perform the services as defined in the request for proposal.

C. List of project team members, including sub-consultants, and the function each team member performs or participates in.

D. Provide a schedule, assuming a start date of April 19, 2023, that includes a sequence and relationship of tasks, including anticipated reviews and submittals.

E. Provide a detailed analysis (spreadsheet) showing all staff, listed by job title, who will be assigned to the task(s) and estimated hours needed to complete the task(s) based on major tasks and a summation of hours by position for each task and for the project as a whole.

F. Provide a fee computation (time and expenses) summary (spreadsheet) by major tasks, showing staff, title and hourly cost with a summation of cost for each task and for the project as a whole. Provide a unit rate fee with a cost not to be exceeded for the services to be rendered without the written consent of the city.

G. Provide an hourly fee schedule for personnel and services provided.

H. List any exceptions and/or additions to conditions listed in the City's Standard Agreement for Professional Services.

I. Signed proposal.

9. PROPOSAL SUBMISSION

Submit three (3) copies and one electronic copy of your proposal no later than 4:30 p.m. CST, Tuesday, April 5, 2023, to the following:

Valerie Joosten, P.E.
Utility Manager
City Hall - Room 300
100 N. Jefferson Street
Green Bay, WI 54301
Valerie.Joosten@greenbaywi.gov

Public Works Department
100 North Jefferson Street • Room 300
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Administration | Engineering | Traffic 920.448.3100
Operations 920.448.3535
Parking 920.448.3431
Fax 920.448.3102

CITY OF GREEN BAY
REQUEST FOR PROPOSAL (RFP)
ADDENDUM NO. 1

FOR

PROFESSIONAL ENGINEERING SERVICES
CITY WIDE SLAMM ANALYSIS AND
TMDL IMPLEMENTATION PLAN UPDATE

Issued – March 28, 2023

NOTICE

This Addendum is issued by the City of Green Bay (City) to modify, explain, or correct the Request for Proposal (RFP) for professional engineering services for the City Wide SLAMM Analysis and TMDL Implementation Plan Update project.

The original RFP Documents remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. The respondent shall take this Addendum into consideration when preparing and submitting their proposal.

PROPOSAL SUBMITTAL DEADLINE

The proposal submittal deadline is **Wednesday, April 5, 2023**.

_____

Bidder's Signature

SIGN AND ATTACH THIS ADDENDUM TO THE BIDDER'S PROPOSAL

QUESTIONS AND ANSWERS

The questions received by the City from interested consultants are summarized below with the City's response to each question in italics. The questions may not be included exactly as written since multiple consultants may have had similar questions and this is only a summary of those questions.

1. Can you please confirm that the proposal due date is 4:30 p.m. CST, Wednesday, April 5 (not Tuesday – as noted on page 7 of RFP).

   Yes, the deadline is Wednesday, April 5, 2023.

2. The RFP suggests a review and update of the City's 7 reachshed areas and 430 storm water basins. It is unclear how many areas are potentially impacted by changes since 2018. Can the City provide graphical information (a figure) on new storm sewers and land use changes (new development) and areas where the City limits have expanded since 2018 so that an accurate estimated of level of effort can be developed? Or, alternately, can the City suggest a level of effort for the proposers to use (e.g. 40 hours) to develop a cost so the City has the same level of effort for comparison when evaluating proposals?

   The City has not tracked the changes in the stormwater basin areas since 2018, but all of our current stormwater basins are mapped in GIS. A comparison could be made between the 2018 and current stormwater drainage basins. A copy of the City's current stormwater drainage basin map is attached.

   A copy of a drawing depicting the City's storm sewer changes since 2018 is attached. All of this information is available in GIS and could be exported as needed.

   The City is researching whether a list of new development could be developed from site plan records. Currently, the City does not have a drawing depicting changes in land use since 2018. However, current land use information could be exported in GIS format and provided to the consultant.

   For purposes of this RFP, the consultant could assume there is little to no change in the City's limits.

3. Can the City provide the number of private stormwater management measures constructed since 2018 or a number to use when estimating level of effort and cost (e.g. 20 sites) so proposers will have the same basis for the estimate?

   The City is in the process of compiling the list of private stormwater management measures since 2018. The approximate number of stormwater management plans approved by the City from 2018 – 2022 are listed below. The stormwater management plans typically include one storm water management measure (e.g. biofilter, wet pond, infiltration basin) for each stormwater management plan. However, in limited cases there may be more than one measure used or there may be a regional facility in lieu of a dedicated storm water management measure.

   Approximate number of stormwater management plans approved by year include: 2018 (31), 2019 (33), 2020 (20), 2021 (17), and 2022 (15).

4. Were some of the completed lift station projects and/or wet detention ponds part of the list of 18 projects included in the 2018 alternatives evaluation matrix list of projects that would not require review and update in this study?

    - *Wolf Pack Pond and N. Quincy Street Storm Lift Station is the project titled Angie Ave. and Bay Beach Road (SCM ID 72) in the 2018 report.*
    - *Grass Swales on N. Webster Ave is the project titled N. Webster Ave. (SCM ID 101) in the 2018 report.*
    - *Seymour Park East and Seymour Park West are at the same locations as Seymour Park 1 and 2 in the 2018 report; however, the design likely differs since the proposed design does not include underground storage. The Seymour Park projects are currently in the design stage.*
    - *Superior Road Stormwater Pond was listed as "existing" in 2018 SLAMM Table 3 – 4.*
    - *The City is currently developing a storm water management plan for the Bay Beach Amusement Park, which was listed as a project in the 2018 report; however, the proposed storm water controls differ.*

    The other potential projects evaluated in the 2018 report have not been completed.

5. Can RFP Items E and F as requested on page 7 of the RFP be provided in a single summary (spreadsheet), or are separate summaries (spreadsheets) required as part of the submittal?

    Items E and F under Proposal Contents on page 7 of the RFP may be combined in the consultant's proposal.

6. Could the City provide the Proposed SCM Matrix spreadsheet?

    Proposed or potential SCMs are identified in the tables in the 2018 report. Additional supporting spreadsheets are attached as requested.

7. Do you have a "vendor list" of who you sent this RFP out to that you can share?

    The RFP was sent to the following consultants. Consultants that responded they will not be submitting a proposal have been excluded from the list.

    Brown & Caldwell
    Geosyntec Consultants
    Graef
    Hey & Associates
    HNTB
    McMahon Associates
    Robert E. Lee Associates
    Stantec
    Stormwater Solutions Engineering
    Tetra Tech

8. For the 3 paper copy submissions, do those need to arrive in person by 4:30, or can they be mailed on that day with the electronic copy arriving by 4:30pm?

An electronic or paper copy needs to be received by the end of the day on April 5, 2023. The paper copy could be mailed on that day provided the electronic copy was received by the deadline and the paper copy is received soon thereafter.

9. Are the WinSLAMM files from the 2018 study available? Would those be available to review during the proposal phase, or at least a sampling of them, so we could see the level of detail of those files, and assess whether they could be used as a starting point for this study? Even if not currently able to be provided, do you anticipate providing the 2018 electronic WinSLAMM files to the selected consultant, or should we assume we will independently create new WinSLAMM files?

   The City has all WinSLAMM files associated with the 2018 study and does intend to provide the 2018 WinSLAMM files to the consultant performing this work, as needed.

10. Do you have an overall consultant budget range or budget cap for this project that you are able to share? Knowing the available budget would help us asses the level of planning effort we can provide, since we can scale the planning detail for future alternatives and additional BMPs according to the budget available, to some extent.

    The City does not have a set budget range or budget cap for this project. Through the RFP process, the City will evaluate all proposals based on the proposed scope of work, qualifications and the associated cost. The City recommends scaling the planning detail using the consultants professional judgement.

Attachments:

A. Storm Sewer Improvements 2018 – 2021 Map
B. Storm Sewer Basins Map
C. Proposed SCMs Matrix
D. Proposed_SCM_Analysis

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

MEETING DATE	PREPARED BY
April 12, 2023	

AGENDA ITEM # E.3

Consideration with possible action on request by Department of Public Works to enter into a three-party contract between the City, ra Smith, and WisDOT for the design of Mather Street reconstruction project.

BACKGROUND

The City received approval through WisDOT for Surface Transportation Block Grant (STBG) funding to reconstruct Mather Street between Gray Street and Locust Street. The State/Municipal Agreement (SMA) for this project was approved by action of the Common Council on June 28, 2022. Part of this project involves the selection and hiring of a consultant to complete the WisDOT design process. Staff prepared a Request for Qualifications, which was sent out to qualified design consulting engineering companies. Submittals were reviewed on a qualification basis, and rA Smith was selected to complete the design. Pursuant to WisDOT consultant selection procedures, following selection of the design consultant, negotiations were completed to establish the design budget. Now that budget negotiations are completed, the City needs to enter into a three-party contract between WisDOT, the City, and rA Smith.

RECOMMENDATION

To approve the contract between the City, rA Smith, and WisDOT for the design of Mather Street – Gray Street to Locust Street (WisDOT Project ID 4987-02-79) in the amount of $502,894.91.

FISCAL IMPACT

As the project is being funded under the federal STBG program, design costs are shared with 80% of the funding coming from the STBG and a 20% local cost share. This will result in a City expenditure of approximately $100,579, plus WisDOT design review fees of approximately $17,000. The City's Pavement Construction Capital Fund will be used to cover these costs.

ATTACHMENTS

1. Item E3

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,

City of Green Bay (MUNICIPALITY)

AND R.A. Smith, Inc. (CONSULTANT) FOR

ID 4987-02-79
C Green Bay, Mather Street
Locust Street to Gray Street
Local Street, Brown County

This CONTRACT made and entered into by and between the DEPARTMENT , MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY in the October 11, 2022 Request for Professional Design Services and includes engineering design and plat services for the reconstruction of Mather Street from Locust Street to Gray Street. This Qualification Based Selection was made based on the CONSULTANT'S Notice of Interest response and any interviews conducted.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: Douglas Kirst, Local Program Project Manager, 944 Vanderperren Way, Green Bay, WI 54304, Douglas.Kirst@dot.wi.gov, (920) 362-0389.

The MUNICIPALITY REPRESENTATIVE is: Steven Grenier, P.E., Director of Public Works, room 300, City Hall, 100 N. Jefferson Street, Green Bay, WI 54301, steve.grenier@greenbaywi.gov, (920) 448-3100.

The CONSULTANT REPRESENTATIVE is: Doug Senso, P.E., Project Manager, 100 West Lawrence Street, Suite 412, Appleton, WI 54911-5754, doug.senso@rasmith.com, (920) 843-5731.

The CONSULTANT SERVICES will be performed for the DEPARTMENT's Northeast Region office located in Green Bay, WI and will be completed by October 1, 2027. Deliver PROJECT DOCUMENTS to 944 Vanderperren Way, Green Bay, WI 54304, unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

☒ DEPARTMENT ☐ MUNICIPALITY

The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:

(a) For roadway design services, actual costs to the CONSULTANT up to $432,572.63, plus a fixed fee of $31,083.24, not to exceed $463,655.87.

(b) For historical reconnaissance surveys and reports subcontracted to Commonwealth Heritage Group, the CONSULTANT'S actual cost to Commonwealth Heritage Group based on Commonwealth Heritage Group's actual cost up to $3,681.16 plus fixed fee of $249.68 not to exceed $3,930.84.

(c) For Phase 1 hazardous materials assessments subcontracted to GEI Consultants, Inc., the CONSULTANT'S actual cost to GEI Consultants, Inc. not to exceed $6,808.20 for units delivered based on rates in the table below.

Item Description	Quantity	Unit Type	Unit Cost Rate	Totals
Project Review & Data Collection	1	Each	$1,830.00	$1,830.00
Field Reconnaissance	1	Each	$474.20	$474.20
Data Evaluation	1	Each	$1,061.00	$1,061.00
Written Report	1	Each	$3,443.00	$3,443.00

(d) For title searches and title updates subcontracted to First American Title Company, the CONSULTANT'S actual cost to First American Title Company not to exceed $28,500.00 for units delivered based on rates in the table below.

Item Description	Quantity	Unit Type	Unit Cost Rate	Totals
Title Searches	60	Each	$450.00	$27,000.00
Title Updates	20	Each	$75.00	$1,500.00

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed $502,894.91.

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated July 1, 2015 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of 12 pages.

Nothing in this CONTRACT accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

By:_____
John A. Elkin
Title: Director of Transportation Services

Date:_____

For the DEPARTMENT

By: _____

Contract Manager, WisDOT

Date: _____

For the MUNICIPALITY

By:_____

Title: _____

Date:_____

VI. SPECIAL PROVISIONS

Reconstruction of Mather Street (ID 4987-02-79) will begin at the east curb return of the Locust Street intersection and will continue approximately 0.76 miles to the west curb return of the Gray Street intersection in the City of Green Bay, Brown County. The urban cross section will be reconstructed with bicycle accommodations while providing two lanes of traffic. Existing sidewalk will be remain with the exception of where curb ramps are replaced or driveways or other isolated spot removals and replacements are required. The existing storm sewer system will be evaluated and is expected to be replaced.

SCOPE OF SERVICES

A. DESIGN REPORTS

(1) Encroachment Report

Prepare an encroachment report as directed by the MUNICIPALITY for parcels requiring real estate interests. It is anticipated that up to 60 parcels will require real estate interests.

(2) Other Reports:

Prepare the following engineering reports/analyses as directed by the MUNICIPALITY:

(a) An Abbreviated Pavement Design Report per the MANUAL.

(b) Storm Water-Drainage-Water Quality (WQ) Report spreadsheets to be submitted at the 60% and Draft PS&E (90%) milestones with a Total Suspended Solid (TSS) removal goal of 40%.

a. A storm water quality and peak flow reduction analysis will be completed by the CONSULTANT to address the storm water runoff from the project right of way and will be evaluated using WinSLAMM software to develop Best Management Practices (BMPs) for the Total Suspended Solids (TSS) reduction goals. Storm water quality treatment and peak flow reduction systems will be limited to storm sewer catch basins, oversized pipes and hydrodynamic separators.

(c) Design Study Report, Attachment 10.2 – Modernization and Rehabilitation Design Study Report Template of the MANUAL.

(d) Roadside Hazard Analysis (RHA) per the MANUAL

(e) City of Green Bay Sewer Structure Evaluation Form – CONSULTANT to complete this form for storm sewer structures within the project limits.

(f) Isolated Parking Lane Additions Technical Memorandum – The memorandum will conceptually evaluate the addition of parking lanes to the proposed roadway typical section at four locations along the project (two churches, the elementary school and the park). The memorandum shall document conceptual costs for construction and real estate acquisition and identify substantial utility or environmental impacts as compared to not providing parking lanes at these locations. It shall consist of a conceptual plan layout exhibits and a brief (1 to 2 page) description of the cost and specific impacts associated with providing parking lanes at these isolated locations.

B. ENVIRONMENTAL DOCUMENTATION

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Prepare a Categorical Exclusion Checklist (CEC) Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the MUNICIPALITY for approval.

Prepare an environmental document that evaluates reasonable alternatives to the PROJECT and consider other reasonable actions or activities that may achieve the same or similar goals of the proposed highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. Evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state, and national environmental goals. Prepare environmental documents that are concise and emphasize significant environmental issues and plausible alternatives. Comply with requirements specified in the MANUAL and TRANS 400, Wisconsin Administrative Code. In the event of a conflict between the MANUAL and TRANS 400, Wisconsin Administrative Code, the administrative rule supersedes.

(1) Section 4(f) Evaluation:

Preparation of a Section 4(f) Evaluation is not required or part of this contract. However, coordination of a temporary occupancy exception for temporary land interests is required.

(2) Historical and Archaeological Surveys and Studies:

(a) For historical surveys and studies, identify the Area of Potential Effect for the PROJECT. Conduct a reconnaissance survey as specified in the MANUAL. Submit the results of the historical reconnaissance and evaluation studies to the region project manager. Obtain recommendations from SHPO, the historian and the Project Manager regarding historical/architectural reconnaissance surveys.

For archaeological surveys and studies, prepare form DT 1030 and associated exhibits for placement of the project on the archaeological screening list.

(b) Document the results of the reconnaissance survey for architecture/history using the "Architecture/History Survey Form".

(3) Hazardous Materials/Contamination Assessments

(a) Conduct a Phase I investigation for the PROJECT in accordance with the MANUAL.

(b) Obtain direction from the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies when Phase 1 indicates further work is needed.

(c) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/ Contamination Assessments services performed by the CONSULTANT under this CONTRACT. Dispose of investigative waste in accordance with the MANUAL.

(10) Native American Coordination

Prepare a draft e-mail notification and submit to the DEPARTMENT for review and approval prior to e-mailing by the DEPARTMENT.

C. AGENCY COORDINATION

(1) Section 401 and 402 Certifications:

Coordinate with Wisconsin Department of Natural Resources (DNR) per the MANUAL including:

(a) Prepare an initial coordination letter regarding the proposed PROJECT.

(b) Submit Notice of Interest information through the DNR website to apply for a Transportation Construction General Permit (TCGP).

(c) Evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary application. Request a Final Certification for the PROJECT from the DNR.

(2) Bureau of Aeronautics (BOA):

Prepare a coordination letter to BOA describing the PROJECT's activities, location, and schedule.

(3) United State Fish and Wildlife Service (USFWS):

Coordinate with United States Fish & Wildlife Service (USFWS) by submitting the project information through the USFWS's IPaC website and request an official species list. For NLEB Coordination, follow "User's Guide for the Range-wide Programmatic Informal Consultation for Indiana Bat and Northern Long-eared Bat" Version 1.1, June 4, 2015 by the Federal Highway Administration, Federal Railroad Administration, and U.S. Fish and Wildlife Service. In addition, follow the DEPARTMENT's "Supplemental Guidance for the Northern Long-Eared Bat Effect Determination and Agency Consultation Process."

D. RAILROAD/ UTILITY INVOLVEMENTS

(1) Utility Coordination

Perform all utility coordination in accordance with:

(a) The MANUAL
(b) The WisDOT "Guide to Utility Coordination"
(c) The "Utility Coordination Task List for Design Consultant Contracts" as agreed upon 3/9/2023.

(2) The MUNICIPALITY will provide the CONSULTANT with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist the CONSULTANT.

(3) Confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities, and shall keep the MUNICIPALITY informed of all such coordination activities. Provide the MUNICIPALITY with plans and information that will allow it to meet its planned utility coordination schedule.

(4) Conduct one (1) field visit after the PS&E to update the MUNICIPALITY on the status of utility relocations. The CONSULTANT is not responsible for inspection or approval of utility construction or for delays resulting from the utility's construction schedule.

E. PUBLIC INVOLVEMENT

(1) Public Involvement Meetings:

(a) Conduct or assist the MUNICIPALITY in holding two (2) public involvement meetings and explain to the public concepts and probable impacts of this PROJECT. Up to three (3) CONSULTANT representatives shall attend.

(b) Prepare all exhibits and supplementary handout material and provide the equipment necessary to conduct the public involvement meetings.

(c) Prepare Powerpoint slide shows for each public involvement meeting. This presentation shall consist of 5 to 10 slides and provide an overview of the project improvements and schedule.

(d) Prepare a summary report after the public involvement meetings.

(e) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meetings.

(f) Make all the necessary arrangements for scheduling the public involvement meetings and provide notices and press releases for the MUNICIPALITY'S use.

(g) Provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.

(h) Coordinate meeting schedules with the MUNICIPALITY'S representative.

(2) Project Mailings, Newsletters:

The MUNICIPALITY will prepare a database for PROJECT mailing lists for the CONSULTANT's use for property owner field notices and public involvement meeting invitations.

(3) Field Notices:

Prepare and mail out one (1) field notice to adjacent property owners before the start of field work on the PROJECT. The MUNICIPALITY will provide the property owner mailing list for this notice.

(4) Public Involvement Plan

Complete a Public Involvement Plan at the 30%, 60% and Pre-PS&E milestones per the MANUAL.

F. MEETINGS

(1) Hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT. Up to two (2) CONSULTANT representatives shall attend.

(2) Two (2) meetings shall be held with local officials approximately 2 weeks prior to the Public Involvement Meetings. It is anticipated that up to two (2) CONSULTANT representatives shall attend.

(3) A 30% Plan Review Meeting shall be held approximately four (4) weeks after the 30% Plan Submittal with the MUNICIPALITY'S staff. Up to two (2) CONSULTANT representatives shall attend.

(4) A 60% Plan Review Meeting shall be held approximately four (4) weeks after the 60% Plan Submittal with the MUNICIPALITY'S staff. Up to two (2) CONSULTANT representatives shall attend.

(5) A Final Plan Review Meeting with the MUNICIPALITY shall be held approximately 45 - 60 days ahead of the P.S. & E. submittal date. Up to two (2) CONSULTANT representatives shall attend.

(6) Attend the pre-construction conference as scheduled by the DEPARTMENT. Up to two (2) CONSULTANT representatives shall attend.

(7) Eight (8) virtual meetings, approximately two meetings/year, shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff. Up to two (2) CONSULTANT representatives shall attend.

(8) Conduct two (2) coordination meetings with utilities having facilities on the PROJECT. Up to two (2) CONSULTANT representatives shall attend.

G. SURVEYS

(1) Set horizontal control based on the Wisconsin County Coordinate System, Brown County. Set vertical control based on City of Green Bay datum.

(2) Locate the necessary section corners for the right-of-way plat. It is estimated that five (5) section corners need to be located and established and tied to the Wisconsin County Coordinates System, Brown County. Do not apply for reimbursement from the applicable county for these costs.

(3) Conduct surveys that provide information necessary for the preparation of plats and acquisition of rights of way and property. Provide right-of-way monumentation information. All such information shall be provided in an electronic file in accordance with the MANUAL.

(4) Tie surveys to section corners, quarter section corners, and to street lines or block corners in platted areas. Ties shall be in sufficient detail to permit the preparation of proper legal descriptions of the lands acquired.

(5) Submit all survey data (including description, measured, and computed data) to the MUNICIPALITY in the AASHTO SDMS format, in accordance with the MANUAL. Copies of original notes or printouts from other systems which may be used in lieu of the SDMS Collector software shall also be provided.

(6) Complete a topographical and utility survey consisting of approximately 4,000 feet of Mather Street from Locust Street to Gray Street at a width of 100 feet centered on the existing street, approximately 100 feet down each side road intersecting Mather Street within the project limits at a width of 100 feet, totaling approximately 2,000 feet in length. The topographical survey shall also locate approximately ten (10) soil boring locations.

Perform Diggers Hotline utility survey within the topographic survey limits described above. Diggers Hotline planning locate and prints tickets will be submitted cover the project limits one time. Complete one mobilization to field survey any marked utilities on, or shortly after, the Digger's Hotline clear date. System maps provided by utility owners in response to the prints tickets will be used to input marked utilities in their per plan location within the limits described above. For any member facility owners that did not mark their utility facilities, submit one No-Show Relocate ticket specifying which member facility owners were notified and failed to mark their facilities on the specified job site. Conduct one remobilization to locate the utilities marked for the No-Show Relocate ticket.

Existing storm sewer depths will be obtained by field measurements at manholes (as applicable) from above grade, where possible for structures within the Diggers Hotline survey limits described above, as well as one structure upstream or downstream beyond those limits. Pipe sizes will be taken from available plans or from approximate field measurements taken from above grade. Permit-required confined space entry safety issues prohibit surveyors from entering utility structures.

H. SOILS AND SUBSURFACE INVESTIGATIONS

(1) Soils and subsurface investigations will be completed by the MUNICIPALITY.

I. ROAD PLANS

(1) Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:

(a) Title Sheet
(b) General Notes
(c) Project Overview - Single Sheet Schematic Drawing
(d) Typical Section Plan*
(e) Construction Details**
(f) Curb Ramp Details
(g) Removal Plans
(h) Temporary Pedestrian Accommodation Plans
(i) Intersection/Paving Details
(j) Erosion Control Plan
(k) Sign Removal and Permanent Signing Plans
(l) Marking Plan
(m) Traffic Control Plans (Full street closure with local/emergency access only)***
(n) Storm Sewer Plans***
(o) Plan and Profile Sheet
(p) Right of way plat
(q) Miscellaneous Quantities
(r) Earthwork Data Sheets
(s) Cross Sections

*The proposed Mather Street typical section is expected to consist of a two-lane urban roadway with on-road bicycle lanes, possible isolated parking lanes and terraces on the outsides. Existing sidewalks to remain outside of curb ramp, driveway or other spot improvements.

**MUNICIPALITY to furnish the CONSULTANT required electronic files for City specific construction details expected for the project (curb and gutter, driveway aprons, etc.)

***Includes construction staging plans for eastern two blocks of the project for access to the school and park.

****Storm sewer plans include laterals to each parcel within the project limits with connection details. The MUNICIPALITY will provide the existing lateral locations to the CONSULTANT.

(2) Submit 30%, 60%, and Draft PS&E plans to the MUNICIPALITY and DEPARTMENT for review and comment.

(3) Prepare an engineer's cost estimate with Road Builder's Quantities in accordance with the MANUAL.

J. PLATS

(1) Prepare a traditional right of way plat in accordance with the MANUAL, for up to sixty (60) parcels.

(2) Provide right of way descriptions for all individual parcels of land to be acquired as Right of Way for the PROJECT. An individual legal description shall be provided for each parcel, or an envelope description that does not cover more than one page of the plat. Descriptions shall be by metes and bounds in accordance with the provisions as set forth in the MANUAL, or in the case of platted property by suitable reference to the platted data. For all unplatted property the descriptions shall be referenced to and tied into the pertinent section or quarter section corners. Submit the legal descriptions on a hard copy and on a CD/DVD or an electronic e-mail file to the MUNICIPALITY.

(3) Prepare the descriptions in line item format and provide an electronic copy to the MUNICIPALITY.

(4) Field locate and temporarily mark, one time, the new right of way and easement boundaries for up to a maximum of sixty (60) parcels in a manner which will facilitate the appraisal of all affected parcels.

(5) Monument, one time, the final right of way boundaries up to a maximum of eighty (80) new right of way points in accordance with the procedures outlined in the MANUAL.

(6) Provide on the right of way plat, point numbers for all new right-of-way points to be monumented and all existing right of way points.

(7) After temporary, permanent or fee easement determinations are made from sufficient project design data, the CONSULTANT will submit a preliminary Traditional Right of Way Plat for the MUNICIPALITY's review. The MUNICIPALITY shall provide one combined set of review comments from all reviewers. CONSULTANT will make revisions one time in response to combined comments and submit a final right of way plat.

(8) Perform up to sixty (60) title searches with twenty (20) title updates of the titles to properties or premises through which the Right of Way for the PROJECT is to be acquired.

K. TRAFFIC

(1) Prepare a Mather Street Traffic Forecast Report document including Annual Average Daily Traffic (AADT) volumes for the Construction Year and the Design Year (Construction Year +20), and truck classifications and percentages. Prepare the report using historic traffic volume data, vehicle classification data, and planning level forecasts published by WisDOT. Provide the Mather Street Traffic Forecast Report document to the MUNICIPALITY for review. Update the report based on feedback provided by the MUNICIPALITY.

(2) Conduct a crash analysis along the Mather Street corridor based on the most recent five years of available crash data from the WisTransPortal statewide crash database. Analysis shall include a corridor crash summary table and crash rate calculation. Crashes shall be summarized by type and severity for use in the Design Study Report.

(3) Prepare 60% and 90% Transportation Management Plan (TMP), Type 2, in accordance with the WisDOT FDM and submit within the Wisconsin Transportation Management Plan (WisTMP) online system. The TMP will assume roadway closure during construction with no signed detour and no work zone or detour route traffic operational analysis. Prepare the following attachments as part of the TMP:

(a) Temporary Pedestrian Accommodations Plan
(b) Public Information and Outreach Plan Checklist
(c) Communications List

(4) Develop Level of Service (LOS) information for the Design Study Report based on the MANUAL's Chapter 11-20 Attachment 1.1 - Urban Street Roadway Design Criteria.

L. SERVICES PROVIDED BY THE MUNICIPALITY

(1) The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

(a) Utility Contact List
(b) Electronic Excel file of the Property Owner Mailing List
(c) Available roadway, public utility, and right of way plat as-built plans
(d) Storm sewer televising files
(e) Soil boring report with parameters for pavement design and any recommendations on subgrade improvement materials and depths
(f) City specific construction details (electronic files)
(g) Existing sanitary sewer and water main depths
(h) Sanitary sewer and water main improvement plans
(i) Existing storm sewer laterals
(j) The latest 5-year crash reports for the project area

PROSECUTION AND PROGRESS

(1) The CONSULTANT shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT'S internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current DEPARTMENT standards (Microsoft Project), or on paper.

(2) The CONSULTANT proposes to sublet these services to:

(a) Commonwealth Heritage Group (Historical Reconnaissance Surveys and Reports)
(b) GEI consultants, Inc. (Phase 1 Hazardous Materials Assessment)
(c) First American Title Company (Title Searches and Updates)

(3) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by May 26, 2023.

Project Milestone	**Date**
Operational Planning Meeting	June 2023
Pavement Design Report	September 2023
30% Plan Submittal	October 2023
Public Involvement Meeting #1	December 2023
Section 106 Submittal	February 2024
Environmental Document (CEC) Submittal	May 2024
60% Plans, Draft Design Study Report (DSR), TMP, Preliminary Right of Way Plat Submittal	May 2024
Final DSR Submittal	July 2024
Final Right of Way Plat Submittal	September 2024
Public Involvement Meeting #2	October 2024
Plans to Utilities	June 2025
Utility Coordination Meeting #1	August 2025
Utility Coordination Meeting #2	December 2025
Draft PS&E Submittal	May 1, 2026
Final PS&E Submittal	August 1, 2026
Project Letting Date*	December 8, 2026
Pre-Construction Meeting	March 2027
Contract Completion Date	October 1,2027

*For information purposes only, the CONSULTANT does not control DEPARTMENT Letting dates.

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

MEETING DATE	PREPARED BY
April 12, 2023	

AGENDA ITEM # E.4

Consideration with possible action on request by Department of Public Works to enter into a Developer's Agreement with Habitat for Humanity for the extension of Ricky Drive south and east to Richmond Street.

BACKGROUND

Greater Green Bay Habitat for Humanity (GGBHH) has acquired parcel 21-1361-6 on the south end of Ricky Drive. Staff has provided a graphic showing the parcel. GGBHH intends to subdivide this parcel and create individual single-family home lots. In order to provide street access and municipal services (sanitary sewer, storm sewer, and water) to the parcels, Ricky Drive needs to be extended south and connect to Richmond Street. To facilitate completing these improvements in the most expeditious way possible, GGBHH has requested that the City enter into a Developer's Agreement for design and construction of these municipal improvements. There are three options that can be considered: Option 1 involves GGBHH recording a plat, having City Staff design the improvements, bid the work, construct the improvements, and levy assessments against adjacent parcels; Option 2 involves GGBHH hiring a consultant to complete the design, then having the City bid the project, complete the improvements, and levy assessments against adjacent parcels; Option 3 involves GGBHH hiring a consultant to complete the design, bid the project, and oversee construction of all improvements under the inspection of City staff, then dedicating those improvements to public use upon completion of the project. City and GGBHH are still finalizing the option to be utilized for this project.

RECOMMENDATION

Staff recommends approval of the request by Department of Public Works enter into a Developer's Agreement with Greater Green Bay Habitat for Humanity for the extension of Ricky Drive south and east to Richmond Street.

FISCAL IMPACT

None

ATTACHMENTS

1. Item E4 Graphic

I&S April 12, 2023 - Item E.4

Map printed on 4/6/2023

1:2,400
1 inch = 200 feet*
1 inch = 0.0379 miles*
original page size: 8.5"x11"
Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend

Brown County Planning & Land Services
(920) 448-6480
www.browncountywi.gov

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

MEETING DATE	PREPARED BY
April 12, 2023	

AGENDA ITEM # E.5

Consideration with possible action on request by Department of Public Works to award the following contracts at a staff level and report the award at the next Improvement and Services Committee meeting:

a. PARKS 7-23 BAY BEACH NEBULAZ
b. CITY HALL 1-23 REROOFING

BACKGROUND

Nebulaz is a new ride being installed at Bay Beach Amusement Park in the summer of 2023. This ride is included in the Bay Beach Amusement Park capital program. Due to the meeting schedule for Common Council in June and July of 2023, the bidding schedule would result in an unacceptable delay if award of the contract were to wait for the regularly scheduled committee and council meeting schedules.

RECOMMENDATION

Staff recommends approval of the request by Department of Public Works to award Contract PARKS 7-23 BAY BEACH NEBULAZ at a staff level and repot the award of contract at the next regularly scheduled meeting of the Improvement & Services Committee.

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
April 12, 2023	

AGENDA ITEM # E.6

Report the award of the following contracts:

a. RESURFACING 1-23 (INCLUDING SEWER & WATER)
b. RESURFACING 2-23 (INCLUDING SEWER & WATER)

BACKGROUND

Contracts RESURFACING 1-23 (INCLUDING SEWER & WATER) and RESURFACING 2-23 (INCLUDING SEWER & WATER) are part of the City's 2023 Capital Improvement Program. Bids were let for each project and summary sheets for bidders responding to each project have been provided in the supporting documents for this item.

RECOMMENDATION

Staff recommends award of RESURFACING 1-23 (INCLUDING SEWER & WATER) to the low responsive, responsible bidder, Dorner Inc., in the amount of $2,476,810.87.
Staff recommends award of RESURFACING 2-23 (INCLUDING SEWER & WATER) to the low responsive, responsible bidder, DeGroot Inc., in the amount of $2,879,837.71.

FISCAL IMPACT

Funds to complete these projects will come from a variety of sources. Green Bay Water Utility will fund the water system improvements. The sanitary and storm sewer improvements will be funded by the respective capital improvement funds for each utility. The pavement improvements will be funded by a combination of Local Vehicle Registration Fee (Wheel Tax) funds and Pavement Capital Construction funds.

ATTACHMENTS

1. QUESTCDN_Project Bid Results - RESURFACING 1-23 (INCLUDING SEWER & WATER)
2. QUESTCDN_Project Bid Results - RESURFACING 2-23 (INCLUDING SEWER & WATER)

RESURFACING 1-23 (INCLUDING SEWER & WATER)

Quest Number: 8422688

Closing Date: Tue, 03/28/2023 02:00 PM CDT
Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Kyle Vander Loop
Email:	kyle.vanderloop@greenbaywi.gov
Phone:	920-448-3110
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Dorner Inc.	Tina Aschenbrenner	920-845-2442	tina.asch@dornerinc.com	$ 2,476,810.87		
PTS Contractors, Inc	Jeannie Petasek	920-468-5217	JPetasek@PTSContractors.net	$ 2,570,483.66		
DE GROOT, INC.	MARK DE GROOT	920-866-2348	mark@degrootinc.com	$ 2,592,951.55		
Carl Bowers & Sons Const Co. Inc.	bill bowers	920-766-2629	carlbowersconstruction@newbc.rr.com	$ 2,866,933.12		

RESURFACING 2-23 (INCLUDING SEWER & WATER)

Quest Number: 8427032

Closing Date: Tue, 04/04/2023 02:00 PM CDT
Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Kyle Vander Loop
Email:	kyle.vanderloop@greenbaywi.gov
Phone:	920-448-3110
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
DE GROOT, INC.	MARK DE GROOT	920-866-2348	mark@degrootinc.com	$ 2,879,831.71		
Peters Concrete Company	Duke Peters	920-494-3700	quote@petersconcrete.com	$ 2,959,252.10		
PTS Contractors, Inc	Jeannie Petasek	920-468-5217	JPetasek@PTSContractors.net	$ 3,019,893.40		
Dorner Inc.	Tina Aschenbrenner	920-845-2442	tina.asch@dornerinc.com	$ 3,164,081.50		

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

MEETING DATE	PREPARED BY
April 12, 2023	

AGENDA ITEM # E.7

Consideration with possible action to approve and accept the additional rights-of-way required for the reconstruction of School Place – Oak Street to 13th Avenue.

Part of Tax Parcel #	Interest Required	Owner Name(s)	Amount
3-663	Fee	Ian N. Diermeier	$1,400
3-664	Fee	Trebor J. Tepolt and Nakita J. Lor-Brooks	$1,400

BACKGROUND

As we have identified in previous meetings, additional right-of-way acquisition on the north side of School Place – Oak Street to 13th Avenue, is required to ensure that the public improvements (sidewalk and street) are located within the public right-of-way. The City Right-of-Way Specialist has been negotiating these small strip acquisitions with the respective property owners to allow the street reconstruction project to proceed.

RECOMMENDATION

Staff recommends the approval of the request to approve and accept the additional rights-of-way required for the reconstruction of School Place – Oak Street to 13th Avenue.

FISCAL IMPACT

The $2,800 needed to fund the acquisition of the rights-of-way will be drawn from the City's Right-of-Way fund.

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
April 12, 2023	

AGENDA ITEM # E.8

Report of actions taken by Department of Public Works.

A. Granting of Licenses

1. Sidewalk Builder

a. Ramco Construction Services LLC
b. Melnarik Concrete Inc.
c. Frank O. Zeise Construction Co., Inc.
d. Bath Concrete Flatwork, LLC
e. Green Bay Concrete LLC
f. KPC Concrete Contractor LLC
g. Complete Concrete Solutions LLC
h. Patriot Concrete LLC
i. DeGroot Concrete LLC
j. Elexco Inc.
k. Precision Flatwork
l. JD Concrete Corporation
m. Blaser Construction, LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
April 12, 2023	

AGENDA ITEM # E.9

Consideration with possible action on the list of Department of Public Works projects to be included in the 2023 City of Green Bay Capital Improvement Plan (held from the March 1, 2023 meeting).

BACKGROUND

The City of Green Bay Department of Public Works (DPW) each year updates our 5-year and annual Capital Improvement Plans (CIP). The CIP identifies the project proposed to be constructed across the City during the course of the year, and provides an estimated cost of construction that can be forwarded to the Finance Committee for inclusion in the annual bond request.

RECOMMENDATION

To approve the list of projects proposed in the Draft 2023 Capital Improvement Program and forward the list to the Finance Committee for consideration in the 2023 bond request.

FISCAL IMPACT

Financial Impact
Levy-supported borrowing: $12,170,000
Sanitary Utility-supported borrowing: $520,000
Storm Utility-supported borrowing: $6,100,000
Parking Division-supported borrowing: $520,000

ATTACHMENTS

1. 2022 CIP - 04-22-22_Final

DEPARTMENT OF PUBLIC WORKS
2022 CAPITAL IMPROVEMENTS PROGRAM

Final - 04/19/2022

DEPARTMENT OF PUBLIC WORKS
2022 CAPITAL IMPROVEMENTS PROGRAM

As of 01-27-22

STREET	FROM	TO	LENGTH	PAVEMENTS TOTAL COST	PAVEMENTS CITY COST	RIGHT OF-WAY COST	STORM SEWER TOTAL COST	STORM SEWER CITY COST	SANITARY SEWER TOTAL COST	SANITARY SEWER CITY COST
NEW SUBDIVISIONS-EAST SIDE										
*SITKA HEIGHTS (3)										
UNNAMED DRIVE	SITKA STREET	SITKA STREET	1,420	285,000	0		35,000	5,000	205,000	0
UNNAMED COURT	UNNAMED DRIVE	CUL-DE-SAC 387' NORTH	387	100,000	0		60,000	0	55,000	0
*GRANDVIEW PLACE (1)										
ROCKY ARBOR TRAIL	ERIE ROAD	1354' EAST	1,354	464,000	0		248,000	0	268,000	0
*EXCALIBER PHASE 4 (3)										
PAULA STREET	400' EAST OF DURHAM	SUSSEX	600	105,000	0		70,000	0	65,000	0
LARGO RIDGE EST.- PH II(2)	LARGO RIDGE DRIVE	650' SOUTH	650	199,000	0		87,000	0	96,000	0
NEW SUBDIVISIONS-WEST SIDE										
NEW SUBDIVISIONS TOTAL:			4,411	1,153,000	0	0	500,000	5,000	689,000	0
			0.84	Miles						

* PROJECT CARRIED OVER FROM PREVIOUS YEAR

(1) City design/build
(2) Developer design/ City build
(3) Developer design/build

DEPARTMENT OF PUBLIC WORKS
2022 CAPITAL IMPROVEMENTS PROGRAM
As of 01-27-22

				PAVEMENTS			STORM SEWER		SANITARY SEWER	
STREET	FROM	TO	LENGTH	TOTAL COST	CITY COST	RIGHT OF-WAY COST	TOTAL COST	CITY COST	TOTAL COST	CITY COST
OTHER STREETS - WEST SIDE										
*CONTRY CLUB-DESIGN	W. MASON	INDIAN HILLS	3,952	250,000	250,000					
ELMORE STREET	GRAY STREET	FAIRVIEW COURT	1,282	481,000	481,000		435,000	435,000	290,000	290,000
~~ADDITION OF GI FOR ELMORE~~				~~280,000~~			~~700,000~~			
~~SCHOOL PLACE~~	~~S ASHLAND AVENUE~~	~~WEST CUL-DE-SAC~~	~~1,031~~	~~390,000~~			~~350,000~~		~~235,000~~	
~~HOWARD STREET~~	~~S ASHLAND AVENUE~~	~~OAKLAND AVENUE~~	~~354~~	~~135,000~~			~~1,110,000~~		~~85,000~~	~~85,000~~
~~OAKLAND AVENUE~~	~~HOWARD STREET~~	~~SEYMOUR COURT~~	~~819~~	~~290,000~~			~~260,000~~		~~175,000~~	~~175,000~~
OTHER STREETS - EAST SIDE										
S VAN BUREN STREET	E MASON STREET	STUART STREET	1,422	535,000	535,000		480,000	480,000	320,000	320,000
~~ADDITION OF GI TO S VAN BUREN ST.~~										
ROOSEVELT STREET	MAIN STREET	STUART STREET	2,135	810,000	810,000		725,000	725,000	485,000	485,000
~~ADDITION OF GI TO ROOSEVELT~~							~~360,000~~			
ELIZA STREET	100 FT WEST OF MADISON STREET	MONROE AVENUE	510	170,000	170,000		155,000	155,000	110,000	110,000
~~ADDITION OF GI TO ELIZA~~				~~85,000~~						
~~FINGER ROAD~~	~~SUPERIOR ROAD~~	~~CHALLENGER DRIVE~~	~~1,176~~	~~445,000~~			~~400,000~~		~~265,000~~	
~~ADDITION OF GI TO FINGER RD~~							~~100,000~~			
S VAN BUREN STREET	GRIGNON	ELIZA	1,082	410,000	410,000		370,000	370,000	250,000	250,000
~~ADDITION OF GI TO S VAN BUREN ST.~~				~~315,000~~			~~200,000~~			
COURIER ROAD	GRANDVIEW	NORTHVIEW	2,746	760,000	760,000		40,000	40,000	5,000	5,000
ONTARIO ROAD	FINGER ROAD	TOBERMORY	460	260,000	260,000		230,000	230,000	150,000	150,000
N. MAPLE STREET	DOUSMAN	350 FT NORTH OF	350	25,000	25,000		75,000	75,000		
* PROJECT CARRIED OVER FROM PREVIOUS YEAR										
		LOCAL STREETS TOTAL:	17,319	5,641,000	3,701,000	0	5,990,000	2,510,000	2,370,000	1,870,000
			3.28	Miles						
		2022 CIP SUBTOTAL:	21,730	6,794,000	3,701,000	0	6,490,000	2,515,000	3,059,000	1,870,000
			4.12	Miles						

DEPARTMENT OF PUBLIC WORKS
2022 CAPITAL IMPROVEMENTS PROGRAM
As of 01-27-22

				PAVEMENTS			STORM SEWER		SANITARY SEWER	
STREET	FROM	TO	LENGTH	TOTAL COST	CITY COST	RIGHT OF-WAY COST	TOTAL COST	CITY COST	TOTAL COST	CITY COST
NHS ROUTES - EAST SIDE										
NHS ROUTES - WEST SIDE										
STP ROUTES - EAST SIDE										
STP ROUTES - WEST SIDE						0				
* PROJECT CARRIED OVER FROM PREVIOUS YEAR										
		STP - NHS TOTAL:	0 Miles	0	0	0	0	0	0	0
		2021 CIP SUBTOTAL:	21,730 4.12 Miles	6,794,000	3,701,000	0	6,490,000	2,515,000	3,059,000	1,870,000

DEPARTMENT OF PUBLIC WORKS
2022 CAPITAL IMPROVEMENTS PROGRAM
As of 01-27-22

				PAVEMENTS			STORM SEWER		SANITARY SEWER	
STREET	FROM	TO	LENGTH	TOTAL COST	CITY COST	RIGHT OF-WAY COST	TOTAL COST	CITY COST	TOTAL COST	CITY COST
OTHER PROJECTS										
TRAFFIC SIGNAL REPAIRS 2022	MAIN STREET	DECKNER AVENUE		250,000	250,000					
TRAFFIC SIGNAL REPAIRS 2022	EAST MASON	ABRAMS		250,000	250,000					
HURON ROAD SIDEWALK	HUMBOLDT	N. TO HIGHWAY RAMPS		276,000	240,000					
*CITY WIDE SURVEY MONUMENTS	CITYWIDE			217,000	217,000		217,000	217,000	217,000	217,000
BRIDGE REPAIRS										
GENERAL BRIDGE MAINTENANCE	CITYWIDE			30,000	30,000					
CONCRETE DECK REPAIRS	ATKINSON AND NICOLET BRIDGES			350,000	350,000					
MONROE AVE OVER EAST RIVER	EXPANSION JOINT REPLACEMENT			370,000	370,000					
ATKINSON DR. PAINTING GIRDER ENDS/BEARINGS				260,000	260,000					
LARSEN RD BRIDGE	DESIGN			20,000	20,000					
RECURRING BRIDGE DECK SEALING	MISC. BRIDGES			20,000	20,000					
*EAST RIVER PED BRIDGE	ABUTMENT STEEL REHAB, CONCRETE OVERLAY			340,000	340,000					
*W. MASON OVER BEAVER DAM CREEK	BRIDGE DESIGN			7,000	7,000					
~~MAIN STREET BRIDGE AT FOX RIVER~~	~~BRIDGE REPAIRS/BRIDGETENDER BUILDING/HYDRAULIC SYSTEM EAST SIDE~~			~~1,000,000~~						
ASHLAND AVENUE BRIDGE	EXPANSION JOINT REPLACEMENT			870,000	870,000					
*MAIN STREET BRIDGE AT FOX RIVER	HYDRAULIC DESIGN			150,000	150,000					
BRIDGE INSPECTION	REQUIRED ANNUAL INSPECTIONS			30,000	30,000					
*CHANTEL ST. BRIDGE OVER BEAVER DAM CR	BRIDGE DESIGN			16,000	16,000					
*TAYLOR STREET OVER BEAVER DAM CREEK	BRIDGE CONSTRUCTION			180,000	180,000					
ANNUAL PROJECTS:										
ASPHALT RESURFACING - LOCAL STREETS				2,100,000	2,100,000					
PAVEMENT REPAIRS - RESURFACING PROGRAM				500,000	500,000					
PAVEMENT REPAIRS - ASPHALT PATCHING/SPRAY POTHOLE PATCHING				60,000	60,000					
CONCRETE PAVEMENT REPAIRS - CITYWIDE				550,000	550,000					
MUDJACKING				40,000	40,000					
SIDEWALKS - NEW/REPLACEMENT				360,000	150,000					
SIDEWALKS-CITYWIDE REPLACEMENT				720,000	320,000					
* PROJECT CARRIED OVER FROM PREVIOUS YEAR										
		OTHER PROJECTS TOTAL:		8,966,000	7,320,000	0	217,000	217,000	217,000	217,000
		PAVEMENT SUBTOTAL:		15,760,000	11,021,000					
		RIGHT-OF-WAY COST:		0	0					
		TOTAL PAVEMENT COST:	**21,730**	**15,760,000**	**11,021,000**		**6,707,000**	**2,732,000**	**3,276,000**	**2,087,000**
			4.12 Miles							

DEPARTMENT OF PUBLIC WORKS
2022 CAPITAL IMPROVEMENTS PROGRAM
As of 01-27-22

STREET	FROM	TO	LENGTH	PAVEMENTS TOTAL COST	PAVEMENTS CITY COST	RIGHT OF-WAY COST	STORM SEWER TOTAL COST	STORM SEWER CITY COST	SANITARY SEWER TOTAL COST	SANITARY SEWER CITY COST
SEWER PROJECTS										
GROVE STREET SIPHON REPLACEMENT									2,000,000	2,000,000
INFLOW & INFILTRATION REDUCTION PROGRAM									1,000,000	1,000,000
STORM WATER MANAGEMENT										
~~SEYMOUR PARK STORMWATER POND-WEST~~							~~3,500,000~~			
RAIN BARREL PROGRAM							60,000	60,000		
SEYMOUR PARK STORMWATER POND-EAST							2,000,000	2,000,000		
MAIN ST FLOOD PROJECT-DESIGN							100,000	100,000		
STORM WATER FACILITY VEGETATION MANAGEMENT - 2022							75,000	75,000		
*STREET SWEEPER DEWATERING BASINS							70,000	70,000		
*GRANDVIEW STORMWATER FACILITY							1,500,000	0		
CROOKS STREET & UTILITY COURT LS ROOF REPLACEMENT							20,000	20,000		
							0	0		
ANNUAL PROJECTS:										
SEWER REPAIRS - CITYWIDE							400,000	400,000	150,000	150,000
TV INSPECTION OF SEWERS (2021)							90,000	90,000	75,000	75,000
SEWER REHABILITATION - RESURFACING PROGRAM							900,000	900,000	600,000	600,000
MINI-STORM SEWERS - CITYWIDE							650,000	650,000		
ROOT TREATMENT - CITYWIDE									70,000	70,000
CHRONIC SEWER REPAIRS - CITYWIDE									1,000,000	1,000,000
MISC. SEWER PROJECTS TOTAL:			0				9,365,000	4,365,000	4,895,000	4,895,000
TOTAL SEWER COSTS:							**16,072,000**	**7,097,000**	**8,171,000**	**6,982,000**

* PROJECT CARRIED OVER FROM PREVIOUS YEAR

DEPARTMENT OF PUBLIC WORKS
2022 CAPITAL IMPROVEMENTS PROGRAM

As of 01-27-22

				PAVEMENTS			STORM SEWER		SANITARY SEWER	
STREET	FROM	TO	LENGTH	TOTAL COST	CITY COST	RIGHT OF-WAY COST	TOTAL COST	CITY COST	TOTAL COST	CITY COST
TIF #5										
*SHIPYARD DEVELOPMENT										
ARNDT STREET	BROADWAY	PEARL	268	110000	110000		100000	100000	75000	75000
ARNDT STREET	PEARL	EAST TERMINI	294	110000	110000		100000	100000	70000	70000
BRIDGE STREET	BROADWAY	EAST TERMINI	700	270,000	270,000		240,000	240,000	160,000	160,000
PEARL STREET	WALNUT	SOUTH TERMINI	1,467	560,000	560,000		500,000	500,000	350,000	350,000
		TOTAL TIF #5			2,645,000					
TIF #7										
*LEGENDS DISTRICT SIDEWALKS				1,200,000	1,200,000					
		TOTAL TIF #7			1,200,000					

* PROJECT CARRIED OVER FROM PREVIOUS YEAR

DEPARTMENT OF PUBLIC WORKS
2022 CAPITAL IMPROVEMENTS PROGRAM

As of 01-27-22

TOTAL PAVEMENTS	$11,021,000
Fees & Contingencies	750,000
Subtotal:	11,771,000
Local Roads Improvement Program	115,000
2021 Funds Carried Over	1,751,000
Vehicle Registration Fees	2,250,000
Storm Utility - GI on Van Buren	210,000
ARPA Contribution	1,500,000
2022 BOND ISSUE:	**$5,945,000**

TOTAL STORM SEWERS	$7,097,000
Fees & Contingencies	750,000
GI on Van Buren	210,000
Subtotal:	7,847,000
2021 Funds Carried Over	5,107,000
Stormwater Utility Budget	1,000,000
2022 BOND ISSUE:	**$1,740,000**

TOTAL SANITARY SEWERS	$6,982,000
Fees & Contingencies	650,000
Subtotal:	7,632,000
2021 Funds Carried Over	3,652,000
Sanitary Sewer District Budget	2,000,000
2022 BOND ISSUE:	**$1,980,000**

PARKING RAMP REPAIRS	$550,000
Fees & Contingencies	100,000
Parking Ramp Emergency Repairs	50,000
Subtotal:	700,000
2021 Funds Carried Over	0
2022 BOND ISSUE:	**$700,000**

DPW GARAGE REPAIRS & EQUIPMENT	
*WSG GYM WALL REPAIR	20,000
*WSG PARAPET CAP REPLACEMENT	20,000
WSG RE-ROOFING	1,355,000
*ESG WINDOWS	45,000
*WSG REPAIR/REPLACE BLDG H	300,000
Subtotal:	1,740,000
2021 Funds Carried Over	480,000
2022 BOND ISSUE:	**$1,260,000**

PUBLIC WORKS BOND ISSUE SUMMARY

PAVEMENTS	$5,945,000
DPW GARAGE REPAIRS & EQUIPMENT	$1,260,000
STORM SEWERS	$1,740,000
SANITARY SEWERS	$1,980,000
PARKING RAMP REPAIRS	$700,000
TOTAL DPW BONDING REQUEST:	**$11,625,000**
PARKING DIVISION SUPPORTED BORROWING:	**$700,000**
TIF SUPPORTED BORROWING:	**$0**
STORMWATER UTILITY SUPPORTED BORROWING:	**$1,740,000**
SANITARY SEWER DISTRICT SUPPORTED BORROWING:	**$1,980,000**
LEVY SUPPORTED BORROWING:	**$7,205,000**
TOTAL:	**$11,625,000**

PREVIOUS DEPARTMENT OF PUBLIC WORKS BOND ISSUES

YEAR	AMOUNT*
2021	$9,588,000
2020	$6,572,000
2019	$12,763,220
2018	$8,480,000
2017	$12,475,000
2016	$9,700,000
2015	$7,120,000
2014	$4,191,500
2013	$4,861,000
2012	$4,080,000
2011	$4,400,000
2010	$3,300,000
2009	$6,060,000
2008	$4,080,000
2007	$3,425,000
2006	$3,915,000
2005	$8,000,000
2004	$5,075,000
2003	$6,385,000
2002	$5,130,000
2001	$5,190,000
2000	$3,555,000
1999	$4,215,000
1998	$7,030,000
1997	$5,580,000
1996	$4,810,000
1995	$4,345,000
1994	$5,600,000
1993	$5,850,000
1992	$4,830,000
1991	$4,090,000
1990	$4,505,000
1989	$2,970,000
1988	$2,935,000
1987	$3,950,000
1986	$4,600,000
1985	$4,760,000

**Note: Does not include TIF supported borrowing*

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

MEETING DATE	PREPARED BY
April 12, 2023	

AGENDA ITEM # E.10

Consideration with possible action on a request by Department of Public Works to approve the FY 2024 Lift Bridge Maintenance Agreement between the City and Wisconsin Department of Transportation.

BACKGROUND

The City of Green Bay and Wisconsin Department of Transportation (WisDOT) have collaboratively operated and maintained the three lift bridges, the Don A. Tilleman Memorial Bridge on Mason Street, the Bart Starr Memorial Bridge on Walnut Street, and the Ray Nitschke Memorial Bridge on Main Street. Currently, WisDOT operates all bridges and the City provides traffic control for routine bridge maintenance. The City and WisDOT have executed annual agreements providing for the respective services for many years.

RECOMMENDATION

To approve the request by Department of Public Works to execute the FY 2024 Lift Bridge Maintenance Agreement with WisDOT, and to authorize the Mayor and City Clerk to sign the agreement.

FISCAL IMPACT

$15,000 revenue to DPW

ATTACHMENTS

1. Lift Bridge Maintenance Agreement - 2024 City of Green Bay

Routine Bridge Maintenance and Operation Agreement

Wisconsin Department of Transportation

Fiscal Year 2024

City of Green Bay

This Agreement is made by and between the State of Wisconsin Department of Transportation, a Wisconsin state agency, (the "Department") and City of Green Bay, a Wisconsin municipal body corporate, (the "City"), collectively referred to as the Parties in accordance with Wis. Stat. §§ 84.07(1), (2) and 83.015.

WHEREAS, the City owns a movable bridge identified as City Structure B-05-0311, also known as Ray Nitschke Memorial (Main Street) Bridge; and

WHEREAS, the Department owns movable bridges B-05-0134 Mason St. Bridge and B-05-0269 Walnut St. Bridge; and

WHEREAS, pursuant to a prior agreement, the City has operated the above described movable bridges on behalf of itself and the Department; and

WHEREAS, the Parties desire to transfer certain operational duties of City Structure B-05-0311, B-05-0134 Mason St. Bridge and B-05-0269 Walnut St. Bridge from the City to the Department.

NOW THEREFORE, upon the mutual promises contained herein, and upon such other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Department requires the City to perform the Services described in Section 2 and allow the B-05-0311 Bridge Access as described in Section 4, and the City agrees to perform the Services and allow the B-05-0311 Bridge Access. It is understood that the Services and B-05-0311 Bridge Access authorized under this Agreement shall be accomplished in compliance with state and federal law, and under the general direction of the Department.

2. The City agrees to provide labor, equipment, and authorized materials needed to perform traffic control operations for routine maintenance activities of the following movable bridges located on the State Trunk System in the City:

B-05-0134 Mason St. Bridge
B-05-0269 Walnut St. Bridge

(the "Services"). The total estimated City costs of the Services is: $15,000. Charge ID: 0005-05-25.

3. Payment for Services will be made to the City based on actual labor, including fringe benefit costs, and equipment. Itemized invoices for the Services shall be submitted monthly, within one-month of the period which the work was performed, as required by Wis. Stat. § 84.07(2). Invoices shall be emailed to Jason Lahm at jason.lahm@dot.wi.gov. The Department will make payments after the Department verifies the invoices are in accordance with this Agreement. All payments are subject to audit by the Department.

4. The City agrees to allow Department staff and Department contracted staff to access and enter the City Structure B-05-0311 and to operate the lift bridge structure, and perform required activities needed to operate the lift bridge structure. No costs shall be incurred by the City for Department directed operations or activities on the City Structure B-05-0311. The Department will notify the City in writing or by phone prior to

any required B-05-0311 Bridge Access. The Department and Department contracted staff will describe to the City the purpose of the required B-05-0311 Bridge Access.

5. The Parties agree that any and all other prior agreements with respect to operations of City Structure B-05-0311, B-05-0134 Mason St. Bridge and B-05-0269 Walnut St. Bridge are hereby rescinded and terminated.

6. Insurance Coverage. The State of Wisconsin Department of Transportation will not issue individualized evidence of insurance. The State, its agencies, and departments are self insured. The State's Self-Funded Liability and Property Programs are self-maintained comprehensive programs of commercial insurance that meets the laws of the State of Wisconsin. Insurance requirements are met by self- insurance rather than purchasing insurance in a commercial insurance market.

The Department is granted sovereign immunity and is therefore immunized against liability and suit by all parties. Sovereign immunity cannot be waived and no provision or term in this agreement shall be construed to limit, affect, or waive sovereign immunity. The Department cannot waive subrogation or liability or provide indemnification in any manner. Wis. Stat. sec. 895. 46 provides for the payment of certain negligence claims against WisDOT employees and agents.

7. Each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, committees, commissions, agencies, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions, including providing its own defense, except as provided herein. In situations including joint liability, each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, commissions, committees, agencies, and representatives. It is not the intent of the Parties to waive any statutory protections or impose liability beyond that imposed by state statutes. The obligations of the Parties under this paragraph shall survive the expiration or termination of this Agreement. Either Party may enforce the terms of this Agreement by any legal means.

8. Either party may, with 90-day written notice, unilaterally terminate this Agreement, effective if given/served prior to July 1st, 2024. Should the Department be given due and sufficient notice of the termination of this Agreement by the City, the Department agrees to fulfill all the contractual duties and responsibilities of the City prior to termination of this Agreement.

Any written notice of termination shall be served upon the following representatives by certified mail, return receipt requested:

On Behalf of City of Green Bay:
Steve Grenier
City of Green Bay – Director of Public Works
100 N. Jefferson St. Room 300
Green Bay, WI 54303

On Behalf of the Department:
Jason Lahm
Wisconsin Department of Transportation - Northeast Region
944 Vanderperren Way
Green Bay, WI 54304

9. In connection with the Services provided under this Agreement, the Parties agree not to discriminate against any employee or applicant for employment because of sex, age, race, religion, color, handicap, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation, or national origin. This Section shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms

of compensation; and selection for training, including apprenticeship. The Parties shall post in a conspicuous place, available for employees and applicants for employment, notices setting forth this Section.

10. This Agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.

11. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

12. If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. This Agreement constitutes the Parties' complete agreement and may only be modified, amended, or added after the date of this Agreement by a written instrument executed by both Parties, except as otherwise provided herein.

14. This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

IN WITNESS WHEREOF, the Parties, by their authorized officer or representatives, have caused this Agreement to be executed as of the date both Parties have signed below.

WISCONSIN DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

CITY OF GREEN BAY

By: _____
Erich Genrich - Mayor

Date: _____

By: _____
Kris A. Teske - Clerk

Date: _____

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

MEETING DATE	PREPARED BY
April 12, 2023	

AGENDA ITEM # F.1

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None