



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, JUNE 21, 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.

- I. This item contains Zoom information, instructions, and a link to the Virtual Comment Form.

B. Roll Call.

C. Approval of the Agenda.

D. Approval of Minutes.

E. Regular Business.

- I. Consideration with possible action on request by Will Liebergen to appeal the storm water charges for the parcel at 1026 North Broadway (held from the May 31, 2023 Improvement & Services meeting).
2. Consideration with possible action on request by Ald. Galvin to study the potential negative impact on City parking facilities, especially parking ramps, due the increased vehicle weight of electric vehicles.
3. Consideration with possible action on the purchase of a tilt bed trailer and trailer-mounted air compressor using approved ARPA funding.
4. Consideration with possible action on the purchase of a Bobcat Toolcat utility vehicle and attachments using approved 2023 bond funding.
5. Consideration with possible action on the purchase of a license plate recognition system for two Parking Division enforcement vehicles (held from the May 31, 2023 Improvement & Services meeting).

6. Consideration with possible action on request by Department of Public Works to enter into a Memorandum of Understanding between the City of Green Bay and the University of Minnesota – Duluth National Resources Research Institute (NRRI) to allow access to the Tank Farm Marsh property (Parcels 6-18, 6-29, 18-9-A-1, and 18-9-A-4) for data collection and ongoing research.
7. Consideration with possible action to amend the 2021 & 2022 Expression of Interest for 2023 geotechnical engineering services to GEI Consultants, Inc. at a fee increase of 10% for subcontracted soil drilling services.
8. 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. BRIDGE 2-23 (ATKINSON DRIVE OVER CN WC RAILROAD B-5-225 PAINTING)
 - b. BRIDGE 3-23 (MAIN STREET BRIDGE B-5-141 EXPANSION JOINT RECONSTRUCTION)
9. Report the award of contract GBMFD 1-23 STATION 7 WINDOW REPLACEMENT to Commonwealth Corporation in the amount of \$91,932.
10. Report the award of contract GREEN BAY WATER UTILITY WATER MAIN REHABILITATION to Fer-Pal Construction USA LLC in the amount of \$258,860.
11. Report of actions taken by Department of Public Works.
 - A. Granting of Licenses
 - I. Sidewalk Builder
 - a. N&L Concrete Const. LLP
 - b. Right Way Concrete Construction
 - c. Curb Pioneers
 - d. Sherfield, LLC
 - e. LDR Utility, Inc.

F. Informational.

1. Presentation of Private Stormwater Management Practice Inspection Program.
2. Update on pedestrian safety improvement program to install Rectangular Rapid Flashing Beacons (RRFB) and driver feedback signs at various locations across the City.
3. Director's Report on recent activities of the Public Works Department.
4. The next Improvement & Services Committee meeting is scheduled for July 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.

Virtual Meeting Instructions



Improvement and Services Committee

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/82206544400?pwd=NDd1bmszNUhBWw9XRvU5ck1zMjZQT09>

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 DC)

+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>

Public Comments

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) prior to the meeting.

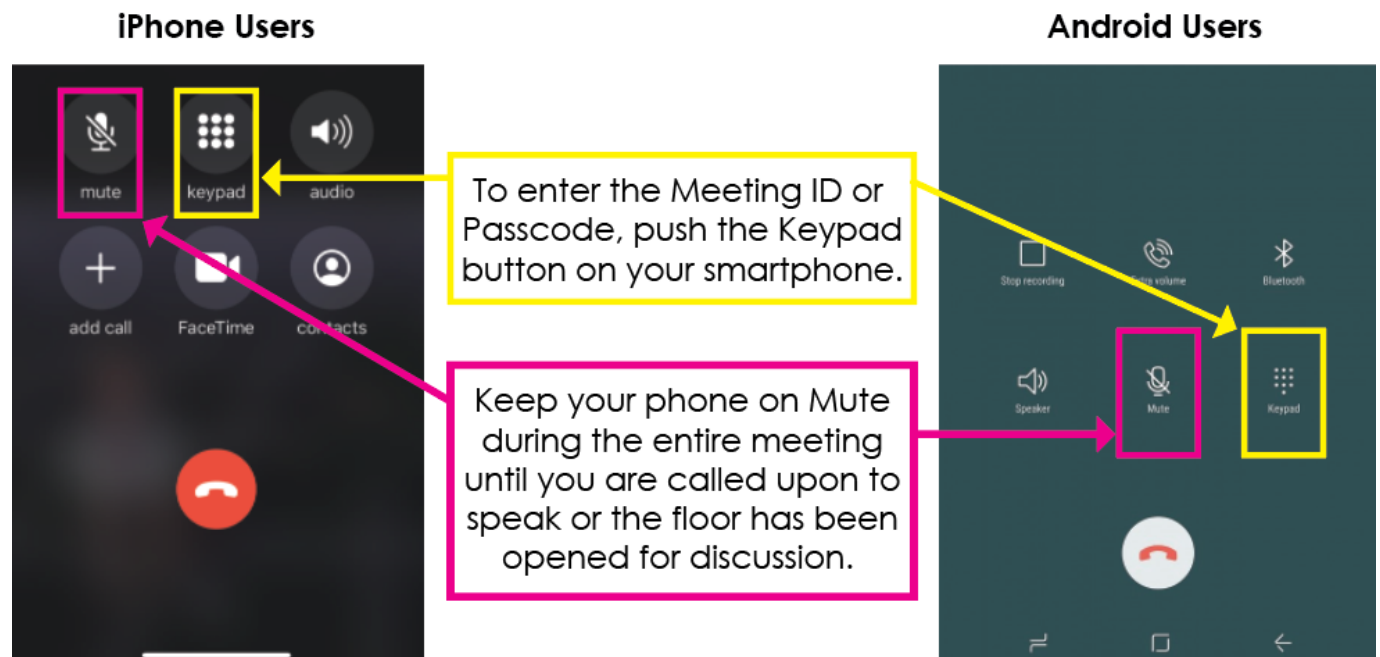
Additional Information

1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must state their name and address for the minutes.
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order Newly Revised 12th edition*.
2. Please log into the Zoom meeting at least 10 minutes before the meeting begins to ensure a proper connection and that your technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
3. Once you are in the meeting please mute yourself.
 - a. You may unmute yourself when you are called upon to speak.
4. Waiting room
 - a. When you call in or connect via web or Zoom app, you will be placed in a "waiting room."
 - b. The meeting host will then admit you to the meeting, and mute you upon entrance (you will still be able to hear and or otherwise observe the meeting).
5. 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 be tied to an email.
6. Raising your hand
 - a. Committee/Commission/Board members—you can either use CivicClerk and request to speak or you can also utilize the "raise your hand" tool in the Zoom platform (you'd need to use a computer or tablet) to let the host know you would like to speak. You can also un-mute yourself and start speaking.
 - b. Persons with items on the agenda or other interested parties—you can also utilize the "raise your hand" tool on the Zoom platform via computer or mobile device. You will be allowed to speak once the committee, commission, or board has moved to "open the floor for interested parties to speak." Once discussion on your agenda item has concluded, the host will mute you, unless the committee opens the floor again.
7. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—in advance of the meeting, please download the Zoom Meeting app by using either the Apple Store or the Play Store. You will be asked to input your name, to identify you for the meeting.
 - d. Computer—you can access the meeting through a web browser by clicking on the meeting link, or through the Zoom Meeting app. If using the app, please download it in advance of the meeting. You will be asked to input your name, to identify yourself for the meeting.
 - e. For tablet and computer users—if you download the app you may be asked to verify your email.

8. Zoom etiquette
 - a. Muting yourself when you're not speaking 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 state your name and address before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourself.
9. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee/commission/board meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching a Common Council meeting live on YouTube will see a gray screen with the City logo during closed session.
10. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number in the Zoom Meeting Information box.

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





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

MEETING DATE

June 21, 2023

PREPARED BY

AGENDA ITEM # E.1

Consideration with possible action on request by Will Liebergen to appeal the storm water charges for the parcel at 1026 North Broadway (held from the May 31, 2023 Improvement & Services meeting).

BACKGROUND

The City's Storm Water Utility charges storm water fees to properties based on impervious area for the operation and maintenance of the storm sewer and storm water management systems across the City. Section 42-203 (f), Green Bay Municipal Code (GBMC) provides for credits to be provided to property owners for portions of a property that discharge directly to the waters of Green Bay, the Fox River, or East River. Mr. Liebergen believes that his on-site storm water management pond functions as an infiltration basin, allowing for infiltration of precipitation directly to the groundwater. As such, storm water would not be discharged to the City storm sewers. Mr. Liebergen therefore requests that the storm water charges for this property be rescinded.

A review of the approved site plan for the property shows that the storm water management device for the property is a biofilter, not an infiltration basin. The primary difference for this discussion is that while an infiltration basin allows for infiltration of precipitation to the ground water system, the biofilter collects that precipitation after filtering out the pollutants, and then discharges that water directly into the City's storm sewer system. As the water is still being discharged to storm sewer, the credit is not applicable.

RECOMMENDATION

Refer to staff

FISCAL IMPACT

ATTACHMENTS

- I. Will Liebergen 1026 North Broadway



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

MEETING DATE

May 31, 2023

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on request by Will Liebergen to appeal the storm water charges for the parcel at 1026 North Broadway.

BACKGROUND

The City's Storm Water Utility charges storm water fees to properties based on impervious area for the operation and maintenance of the storm sewer and storm water management systems across the City. Section 42-203 (f), Green Bay Municipal Code (GBMC) provides for credits to be provided to property owners for portions of a property that discharge directly to the waters of Green Bay, the Fox River, or East River. Mr. Liebergen believes that his on-site storm water management pond functions as an infiltration basin, allowing for infiltration of precipitation directly to the groundwater. As such, storm water would not be discharged to the City storm sewers. Mr. Liebergen therefore requests that the storm water charges for this property be rescinded.

A review of the approved site plan for the property shows that the storm water management device for the property is a biofilter, not an infiltration basin. The primary difference for this discussion is that while an infiltration basin allows for infiltration of precipitation to the ground water system, the biofilter collects that precipitation after filtering out the pollutants, and then discharges that water directly into the City's storm sewer system. As the water is still being discharged to storm sewer, the credit is not applicable.

RECOMMENDATION

Staff recommends denial of the request.

FISCAL IMPACT

ATTACHMENTS

1. 1026 N Broadway
2. Section 42-203 GBMC



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

MEETING DATE

June 21, 2023

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on request by Ald. Galvin to study the potential negative impact on City parking facilities, especially parking ramps, due the increased vehicle weight of electric vehicles.

BACKGROUND

As Electric Vehicles (EVs) become more prominent in use across the country, municipalities are having to re-evaluate infrastructure needs and demands due to the extra weight of the EVs. EVs typically run 3,000 to 5,000 pounds heavier than their gasoline-powered counterpart vehicles. This added weight, resulting mainly from the batteries, places additional demand on infrastructure. For structures that may have been designed using lighter live loads, the increased weight from EVs may represent a threat to the structural integrity of the infrastructure.

RECOMMENDATION

Staff recommends this item be referred to staff for study, with a report back to the Committee when the study has been completed.

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 21, 2023

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on the purchase of a tilt bed trailer and trailer-mounted air compressor using approved ARPA funding.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

\$68,228.69

ATTACHMENTS

1. Tilt Bed Trailer Quote
2. Tilt Bed Trailer Background and Recommendation
3. Copy of PI85 SOURCEWELL QUOTE CITY OF GREEN BAY 5-24 -2023



TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301

Ph: (800) 843-3324

Fax: (605) 995-6500

www.trailking.com

2130 3rd Ave. NW
West Fargo, ND, 58078

Ph: (800) 782-5557

Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078

Ph: (605) 665-8415

Fax: (605) 665-0810

To: ARING EQUIPMENT CO, INC.
5005 CAKE PARKWAY
DEFOREST, Wisconsin 53532
Attn: Scott Shield
Phone: 920-366-1262
Fax:
Email: sshield@aring.com
PO #:
Issued:

Quote #: TK-79145.00.00

Ref: TKT40LP
City of Green Bay
Sourcewell 092922-TKI

Contact: Bill Soll
Phone: 712-253-4854

Fax:
Email: bsoll@trailking.com

Est. October 2023

Comp.

Expires: June 14, 2023

FOB:

TKT40LP Tilt Trailer; 40,000 lbs. capacity

11330-TKT40LP

11330 - STANDARD EQUIPMENT
Tilted deck slope - 12 degree
Structural steel main frame

Rubber mounted sealed lights with
sealed harness system
Red and white conspicuity markings

11330-Base

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
11330	Open Deck	TKT40LP Tilt Trailer; 40,000 lbs. capacity				
13914	Hitch	Standard pintle plate				
14485	Hitch	5' Tongue, pintle eye with adjustable coupler; 18.5" - 30" Hitch Height (Loaded)				
14487	Hitch	Safety chains with hooks				
14488	Hitch	Lockable tool box				
13994	Landing Gear	25k Single 2-speed				
13918	Deck Length	28' Overall deck (4' stationary and 24' tilt deck)				
14489	Deck Width	102" overall width				
11344	Deck Lock	Dual air deck locks operated with one switch (requires air supply)				
14491	Main Deck	33" Loaded deck height				
14493	Main Deck	4" Safety headboard				
14495	Main Deck	Two (2) 3.5" Bore Hydraulic cushioning cylinders				



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14496	Main Deck	Floor plate on fold-down approach plate and underride protection	
15798	Main Deck	12" Manufactured I-beam Mainframe	
15800	Main Deck	4" Full width I-beam crossmembers 11" OC on Tilt Bed	
15802	Main Deck	7" Mill Channel Outer Rail	
11345	Decking	1 3/8" Apitong (raised)	
13097	Tie Downs	9 Pair D-rings (2 stationary deck, 7 tilt deck)	
13939	Suspensions / Axles	2 Axle H9700 Spring Suspension (TKT24/40)	
14499	Suspensions / Axles	(2) 22,500 lb. capacity axles	
14501	Axle Spacing	49" Axle spacing	
15734	Brakes	Air Brakes 4S2M (12 1/4 x 7 1/2)	
08182	Wheels (inside)	6.75 x 17.5 8-hole steel disc wheel	6
08182	Wheels (outside)	6.75 x 17.5 8-hole steel disc wheel	6
10058	Spare Wheel	No Spare Wheel	
16602	Tires	Provider 235/75R17.5 - 18 ply (tire only) (per tire) ILO Std Provider 215/75R17.5 - 16 ply	8
10059	Spare Tires	No spare tire	
14507	Flaps, Mud Guards & Fenders	Mudflaps	
14503	Lights / Electrical	Grote Electrical system (meets DOT regulations)	
14504	Lights / Electrical	LED lights	
11356	Lights / Electrical	(2) Strobe lights in tail channel with switch, ILO 3rd tailight package	
15753	Lights / Electrical	7 Pole round electrical plug (must select with air brake option)	
14508	Document Holder	Registration holder	
08024	Paint	S7203 Black with white decals	



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17866 Paint

Zinc-rich primer

11330-Additional Options

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
11353	Miscellaneous	Air operated approach plates (requires air supply)				
201466	Custom Options	201466 TKTLP - (2 steps, (1) between the first and second axles, on each side				
201500	Custom Options	201500 TKT40LP - Grouser bars 10 ea. 5 per side width of decking section. To be placed on front and back side of wheel covers & the rear of decking section.				

Unit Sale Price:

F.E.T: \$0.00

Freight: \$0.00

Total Unit Sale Price: 41,607.50

Quantity of Units: 1

Total Sale Price: 41,607.50

Net Due: 41,607.50

Prices in US Dollars

Sign Here:

Date:

** Freight charge to be determined at time of shipment.**

Approved change orders will be subject to a change order fee.

Terms and Conditions

** Freight and PDI to be established at \$1400.00

For Total of \$43,007.50



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- Prices effective 2/14/2022. Prices and specs subject to change without notice.
- Order pricing and specifications finalized at 16 week window.
- All orders and terms subject to credit approval.
- Federal Excise Tax calculated on selling price to non-exempt end user.
- Non-Standard production units require 20% down payment.
- Fifth-wheel trailers may require 10% down payment to secure productions slot.
- Promised Date subject to change under following conditions:
 1. Change in customer credit status.
 2. Approval drawing not signed promptly.
 3. Down payment not received promptly.
 4. Customer change order modifying design, manufacturing or sourcing time.

Memo

To: Steve Grenier
Director of Public Works

From: Nathan Wachtendonk
Fleet Manager

Date: June 6, 2023

Re: Tandem Axle Tilt Bed Trailer



Background:

The Department of Public Works utilizes trailers for hauling equipment and other large bulky items throughout the City, additionally, DPW's shares the use of trailers with other departments. As DPW grows and with the changing size and weight of equipment, the need for a mid-sized capacity trailer with more maneuverability is necessary.

Recommendation:

To purchase (1) Trail King TKT40LP tandem axle tilt bed trailer from Airing Equipment off the Sourcewell Contract # 092922-TKI for \$43,007.50 which includes delivery, warranty and operator training.



1293 Glenway Drive
Statesville, NC 28625
Phone: 704-883-3500
Fax: 704-883-3770
www.doosanportablepower.com

COMPANY:	CITY OF GREEN BAY			DATE:	5/25/2023
CONTACT:	Nathan Wachtendonk			CUST. PO#	QUOTE
ADDRESS:	519 S Oneida Street			CUST. ACCT. #	326255
CITY, ST, ZIP:	Green Bay	WI	54303	PHONE #	
EMAIL:	nathan.wachtendonk@greenbaywi.gov			QUOTE #	PCD75376
SHIP TO:				FOB:	Statesville, NC
ADDRESS:				PREPAID: ()	
CITY, ST, ZIP:				COLLECT: ()	
QUANTITY	DESCRIPTION			LIST PRICE	SOURCEWELL PRICE
1	P185/HP150WDO-T4F (STANDARD UNIT, NO OPTIONS)			\$ 35,330.00	\$ 22,611.20
	BLOCK HEATER			\$ 251.67	\$ 161.07
	EXTRA DISCOUNT				\$ (511.52)
	SOURCEWELL CONTRACT # 041719-CEC				
	SOURCEWELL MEMBER # 25917				
	FOR : CITY OF GREEN BAY				
	DEALER PD & DELIVERY (PRE DELIVERVEY INSPECTION) (DEALER ROLAND EQ				\$ 850
	FREIGHT TO WI (FROM FACTORY IN NC)				\$ 505
	SURCHARGE				\$ 1,605.44
	INVOCIE TO BE MADE OUT TO ROLAND EQUIPMENT				
	Lead time: UNIT IN STOCK - 510436UBAHH87				
				TOTAL EACH	\$ 25,221.19
CUSTOMER SIGNATURE:				QTY	\$ 1
* Availability subject to change. Please confirm lead time before ordering.				EXT TOTAL	\$ 25,221.19
IF TAX EXEMPT, FURNISH TAX EXEMPTION CERTIFICATE FOR DOOSAN FILES					
MEMO: Please note that the leadtime is subject to change.					

GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL

Unless otherwise expressly notified by Doosan Infracore Portable Power (DIPP), in writing, all of CUSTOMER's order acknowledgments by DIPP and all sales made by DIPP to CUSTOMER shall be governed by these general terms and conditions of sale, which supersede and replace, in all respects, any general terms and conditions of purchase proposed by CUSTOMER. DIPP hereby gives notice of its objection to any additional or different terms included in any purchase order or other form submitted by CUSTOMER. Such additional or different terms shall not be included in this contract.

2. PRICES

(a) Unless otherwise specifically stated by DIPP, prices are in accordance with DIPP's price list in effect at the time of delivery, in U.S. dollars, and do not include the cost of special packing, insurance fees, taxes or duties, or any other charges which may be applicable to the sale, export or import of the goods.

(b) All prices are subject to alteration to conform with the published prices in effect at the date of delivery. Such prices are subject to increase by DIPP at any time upon thirty (30) days notice.

3. SHIPMENT

(a) Unless specified by CUSTOMER, DIPP shall select the method of transportation, including place or places of storage, if necessary, in accordance with the shipping conditions current at the time of or during shipment. Upon CUSTOMER's request and subject to availability, DIPP will arrange to obtain ocean freight space, marine insurance (which shall include standard warehouse to warehouse coverage), war risk insurance and forwarder's services. All such charges shall be payable by CUSTOMER.

(b) All shipments are made for CUSTOMER's account. If shipments are delayed because of delayed payments or insufficient or delayed shipping instructions from CUSTOMER, CUSTOMER shall be charged for storage costs beginning one month after DIPP's notice that the PRODUCTS ordered are ready for shipment and, if PRODUCTS are stored in DIPP's factory, such charge shall be not less than one-half percent (1/2%) per month of the amount invoiced.

(c) Partial shipments may be made and payments therefore shall become due in accordance with the terms hereof, as shipments are made and invoices rendered.

(d) Claims for shortages must be made by CUSTOMER immediately upon receipt of goods.

4. DELIVERY DATE

(a) All dispatch, shipping and delivery dates are estimates only and all such estimates are given on the understanding that CUSTOMER will promptly give all necessary instructions or information to DIPP, including satisfactory assurance to DIPP that CUSTOMER will be able to comply with the agreed terms of payment.

(b) DIPP shall not be liable for loss or damage due to delay in delivery or manufacture resulting from any cause beyond DIPP's reasonable control, including but not limited to, compliance with any government regulations or orders, acts of God, acts or omissions of CUSTOMER, fire, strikes, and factory shut-down. Any delay resulting from any such cause shall constitute cause for extended delivery dates and shall not entitle CUSTOMER to cancel its order.

5. TITLE AND RISK OF LOSS

Title and risk of loss or damage to the PRODUCTS shall pass to CUSTOMER upon tender of delivery F.O.B. DIPP's manufacturing facility, even if transportation or shipping costs are payable by DIPP, unless otherwise agreed upon by the parties, except that a security interest in the PRODUCTS shall remain in DIPP, regardless of mode of attachment to realty or other property, until full payment has been made therefore. CUSTOMER agrees upon request to do all things and acts necessary to perfect and maintain such security interest and shall protect DIPP's interest by adequately insuring the PRODUCTS against loss or damage from any cause wherein DIPP shall be named as a loss payee.

6. WARRANTY

DIPP warrants each new PRODUCT sold by it hereunder shall be free from defects in material and workmanship for the periods of time specified in the applicable warranties of DIPP for such PRODUCTS, which are incorporated herein by reference. This warranty shall be conditioned upon:

- (a) The return of the defective parts (transportation charges prepaid), if DIPP so desires; and
- (b) Recognition by DIPP of the warranty claims as justified.

The warranty does not cover normal wear and tear, damages due to overloading or other misuse or due to negligence in service or maintenance, climatic influence or acts of God, nor does the warranty apply to machines or accessories or attachments which have been repaired or altered without DIPP's consent.

DIPP's obligation under the warranty is expressly limited to the replacement or repair of such part or parts which have proven to be defective.

DIPP does not bear any transportation costs of parts or assemblies in connection with warranty service.

Parts and accessories used in the PRODUCTS, but not manufactured by DIPP, shall be subject to the warranty regulations of the manufacturer.

THE FOREGOING WARRANTY IS EXCLUSIVE. DIPP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DIPP SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OR INTERRUPTION OF BUSINESS, LOST PROFITS AND LOSS OF USE, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF DIPP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF DIPP WITH RESPECT TO THE PRODUCTS FURNISHED HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS UPON WHICH SUCH LIABILITY IS BASED.

7. ASSIGNMENT

DIPP may assign any contract of sale, any individual right thereunder or the receivable resulting therefrom, to any third party without CUSTOMER's consent.

8. PAYMENT

(a) Except as otherwise agreed, standard terms of payment shall be cash or a confirmed irrevocable letter of credit (to be confirmed at a bank acceptable to DIPP), for the entire purchase price payable in full upon delivery of the PRODUCT. Any deviation from such

standard payment terms shall be subject to DIPP's credit approval with respect to the terms of any credit or deferred payment.

(b) In the event of CUSTOMER failing to pay the full amount due on the stated maturity date, CUSTOMER shall pay to DIPP late interest on the unpaid portion of the purchase price at the annual rate of 2% over the prime rate as established by the Federal Reserve in effect on the date of the unpaid invoice for CUSTOMERS located in the United States, Canada or Mexico and five percent (5%) over London Interbank Rate (LIBOR) in effect on the date of the unpaid invoice for all other CUSTOMERS.

(c) It is expressly agreed that in case of nonpayment or delayed payment, the amount due is automatically increased by ten percent (10%) as liquidated damages; in addition, all legal costs (including attorney's fees) incurred by DIPP as a result of CUSTOMER's nonpayment or delayed payment shall be borne by CUSTOMER.

(d) If, prior to payment, CUSTOMER's financial position is, in DIPP's reasonable judgment, deteriorating, DIPP shall, upon its request be granted adequate security.

(e) CUSTOMER alleging a counterclaim may not withhold payment or offset against payments owed to DIPP, unless CUSTOMER's counterclaim is undisputed by DIPP or adjudicated by a final court decision.

(f) If, in the event of an installment sale, CUSTOMER should fail to pay one of the installments within eight (8) days after the stated maturity date, the outstanding aggregate balance shall accelerate and fall due immediately.

(g) DIPP may, in its sole discretion, accept drafts, bills of exchange, promissory notes or other negotiable payment instruments in lieu of payment; however, they constitute payment only when honored by CUSTOMER. Fees and taxes incurred in connection with such instruments or a protest thereof shall be borne by CUSTOMER. In case such instruments are protested or turn out not to be rediscountable, DIPP may return them to CUSTOMER and demand immediate cash payment.

(h) DIPP reserves the right to allocate payments made by CUSTOMER against any amounts due from DIPP's business relations with CUSTOMER, irrespective of the purpose of the payment stipulated by CUSTOMER.

9. EXPORT AND RESALE RESTRICTIONS

CUSTOMER will not sell or export the PRODUCTS, or knowingly sell the PRODUCTS for export, to persons or territories prohibited by the export laws of the United States of America.

10. NO WAIVER

No waiver, modification or addition to any of the above terms and conditions will be binding, unless in writing by DIPP, and no waiver of one breach will operate as a waiver of any subsequent breach.

11. CHOICE OF LAW AND JURISDICTION

These terms and conditions shall be construed, and the legal relations between CUSTOMER and DIPP shall be determined, in accordance with the substantive laws of the State of North Carolina for CUSTOMERS located in the United States, Canada or Mexico and in accordance with the substantive laws of Ireland for all other CUSTOMERS, except that any rules with respect to conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. All disputes arising in connection with any order by any CUSTOMER located in the United States, Canada or Mexico hereunder shall be finally settled by arbitration conducted in Charlotte, North Carolina under the Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with such rules. All disputes arising in connection with any order by all other CUSTOMERS hereunder shall be finally settled by arbitration conducted in Dublin, Ireland under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules.

12. CANCELLATION

CUSTOMER may cancel its order, reduce quantities, revise specifications or extend schedules only by mutual agreement with DIPP as to reasonable and proper cancellation charges which shall take into account expenses already incurred and commitments made by DIPP, and CUSTOMER shall indemnify DIPP against any loss resulting therefrom.

13. PATENTS AND TRADEMARKS

DIPP shall defend, or in its sole discretion, effect settlement of any litigation or claim brought against CUSTOMER so far as based on a contention that any PRODUCT of DIPP's design sold to CUSTOMER by DIPP constitutes an infringement of any patent, or on a contention that the DIPP trademarks infringe upon the rights of third parties, provided that DIPP is notified promptly in writing of such litigation or claim and is given the authority, information and assistance (at DIPP's expense) reasonably requested by DIPP for the defense or settlement of same. In such event DIPP shall pay any final and non-appealable judgment and any costs awarded against CUSTOMER in any such litigation to the extent such judgment or costs relate solely to such alleged patent or trademark infringement. The foregoing states the entire liability of DIPP for patent and trademark infringement by any PRODUCT. CUSTOMER agrees to hold DIPP harmless from all liability and litigation expense based upon alleged infringement of any patent or other intellectual property right resulting from equipment added to or changes made in PRODUCTS after they have left DIPP's plant or based on designs furnished by CUSTOMER.

14. SPECIFICATIONS AND IMPROVEMENTS

Unless expressly otherwise provided, DIPP's specifications concerning PRODUCTS are subject to change by DIPP in the course of manufacture without notice to CUSTOMER. It is DIPP's policy to constantly strive to improve its PRODUCTS. DIPP therefore reserves the right to make changes in design, and other changes, whenever DIPP believes its PRODUCTS will be improved thereby, but without any obligation to incorporate any such changes retroactively.

15. TOOLS

The title and right to and possession of any tools, dies, jigs, fixtures or patterns shall remain in DIPP, whether or not the cost, or any part thereof, is charged to CUSTOMER, unless DIPP otherwise specifically agreed in writing.



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

MEETING DATE

June 21, 2023

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on the purchase of a Bobcat Toolcat utility vehicle and attachments using approved 2023 bond funding.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

\$148,074.86

ATTACHMENTS

1. Toolcats and Attachments Req
2. GREEN BAY- UW56X2WITHMOWER-ND-00094

Request Request

To: Beth Nadolski Spears
Public Works Supervisor

From: Nathan Wachtendonk
Fleet Manager

Date: June 5, 2023

Re: Toolcats and Attachments



Item: (2) Toolcats w/attachments.

Cost: \$148,375.86 per attached quote# ND-00094

Vendor: Bobcat Plus

Account# 427503E-55140

Delivery: DPW West Side Garage

Background:

The Department of Public Works utilizes sidewalk tractors year-round for various core functions including snow removal, litter cleanup, yard waste collection and grass cutting. Unit 753, a 2008 Bobcat Toolcat has reached its maximum service life and the replacement has been approved in the 2023 budget. Additionally, to meet the growing demands of the department and to increase the level of service, a second Toolcat and attachments has been approved for purchase in 2023.

Recommendation:

To purchase (2) Bobcat UW56 Toolcats, (2) sets of pallet forks, (2) 68" buckets and (1) 72" mower from Bobcat Plus off the Sourcwell Contract #040319-CEC totaling \$148,074.86 which includes delivery, setup, warranty, and operator training.



Bobcat

Product Quotation

Quotation Number: ND-00094

Date: 2023-06-02 12:39:04

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
City of Green Bay DPW Attn: Nathan Wachtendonk 519 South Oneida St GREEN BAY, WI 54303 Phone: (920) 492-3751 Fax: (920) 492-3747 Email: nathanwa@greenbaywi.gov	Bobcat Plus, Inc., DePere, WI 1372 MID VALLEY DR. DEPERE WI 54115 Phone: 920-983-2100 Fax: 920-983-9137	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
Bobcat UW56	M1225	1	\$58,459.20	\$58,459.20
Adjustable Vinyl Seats	Hydraulic Dump Box Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts. Joystick, Manually Controlled with Lift Arm Float Lift Arm Support Parking Brake, automatic Power Steering with Tilt Steering Wheel Radiator Screen Rear Receiver Hitch Seat Belts, Shoulder Harness Spark Arrestor Muffler Suspension, 4-wheel independent Tires: 27 x 10.5-15 (8 ply), Lug Tread Toolcat Interlock Control System (TICS) Two-Speed Transmission Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty			
All-Wheel Steer				
Automatically Activated Glow Plugs				
Auxiliary Hydraulics				
• Variable Flow with dual direction detent				
Beverage Holders				
Bob-Tach				
Boom Float				
Cargo Box Support				
Cruise Control				
Speed Management				
Enclosed Cab with HVAC				
Dual Port USB charger				
Lower Engine Guard				
Limited Slip Transaxle				
Engine and Hydraulic Monitor with Shutdown				
Front LED Work Lights				
Full-time Four-Wheel Drive				
Horsepower Management				
• Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471				
• Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I				
Dome Light				
24 Month Protection Plus (2000 Hours)	9974353	1	\$600.00	\$600.00
Deluxe Road Package	M1225-P01-C01	1	\$2,364.00	\$2,364.00
Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights				
High Flow Package	M1225-R03-C02	1	\$1,388.80	\$1,388.80
Heavy Duty Battery	M1225-R07-C02	1	\$80.00	\$80.00
Attachment Control	M1225-R08-C02	1	\$204.00	\$204.00
Power Bob-Tach	M1225-R14-C03	1	\$920.00	\$920.00
Radio Option	M1225-R15-C02	1	\$452.00	\$452.00
Traction Control	M1225-R16-C02	1	\$484.00	\$484.00
Rear View Camera	M1225-R20-C01	1	\$300.00	\$300.00
Engine Block Heater	M1225-A01-C02	1	\$116.00	\$116.00
Interior Trim	M1225-A01-C04	1	\$172.00	\$172.00
68" Heavy Duty Bucket	7272679	1	\$1,301.12	\$1,301.12

--- Bolt-On Cutting Edge, 68"

Description

Bobcat UW56

Adjustable Vinyl Seats

All-Wheel Steer

Automatically Activated Glow Plugs

Auxiliary Hydraulics

- Variable Flow with dual direction detent

Beverage Holders

Bob-Tach

Boom Float

Cargo Box Support

Cruise Control

Speed Management

Enclosed Cab with HVAC

Dual Port USB charger

Lower Engine Guard

Limited Slip Transaxle

Engine and Hydraulic Monitor with Shutdown

Front LED Work Lights

Full-time Four-Wheel Drive

Horsepower Management

- Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471
- Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I

Dome Light

24 Month Protection Plus (2000 Hours)

Deluxe Road Package

Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights

High Flow Package

Heavy Duty Battery

Attachment Control

Power Bob-Tach

Radio Option

Traction Control

Rear View Camera

Engine Block Heater

Interior Trim

68" Heavy Duty Bucket

--- Bolt-On Cutting Edge, 68"

Description

72" Mower

Description

Virnig 60" Pallet Forks

Strobe Light Wire and Install

Virnig 60" Pallet Forks

Strobe Light Wire and Install

6718006	1	\$278.01	\$278.01
Total for this Machine			\$67,119.13
Part No	Qty	Price Ea.	Total
M1225	1	\$58,459.20	\$58,459.20

Hydraulic Dump Box

Instrumentation: Standard 5" Display with

Keyless Start, Engine Temperature and Fuel

Gauges, Hour meter, RPM and Warning

Indicators. Includes maintenance interval

notification, fault display, job codes, quick start, and security lockouts.

Joystick, Manually Controlled with Lift Arm Float

Lift Arm Support

Parking Brake, automatic

Power Steering with Tilt Steering Wheel

Radiator Screen

Rear Receiver Hitch

Seat Belts, Shoulder Harness

Spark Arrestor Muffler

Suspension, 4-wheel independent

Tires: 27 x 10.5-15 (8 ply), Lug Tread

Toolcat Interlock Control System (TICS)

Two-Speed Transmission

Machine Warranty: 12 Months, unlimited hours

Bobcat Engine Warranty: Additional 12 Months

or total of 2000 hours after initial 12 month warranty

9974353	1	\$600.00	\$600.00
M1225-P01-C01	1	\$2,364.00	\$2,364.00

M1225-R03-C02	1	\$1,388.80	\$1,388.80
M1225-R07-C02	1	\$80.00	\$80.00
M1225-R08-C02	1	\$204.00	\$204.00
M1225-R14-C03	1	\$920.00	\$920.00
M1225-R15-C02	1	\$452.00	\$452.00
M1225-R16-C02	1	\$484.00	\$484.00
M1225-R20-C01	1	\$300.00	\$300.00
M1225-A01-C02	1	\$116.00	\$116.00
M1225-A01-C04	1	\$172.00	\$172.00
7272679	1	\$1,301.12	\$1,301.12
6718006	1	\$278.01	\$278.01
Total for this Machine			\$67,119.13

Part No	Qty	Price Ea.	Total
7144850	1	\$5,707.60	\$5,707.60
Total for these items			\$5,707.60

Part No	Qty	Price Ea.	Total
PFHG6055	1	\$1,715.00	\$1,715.00
	1	\$500.00	\$500.00
PFHG6055	1	\$1,715.00	\$1,715.00
	1	\$500.00	\$500.00

Total of Items Quoted

\$144,375.86

Dealer P.D.I.

\$350.00

Freight Charges

\$3,206.00

Dealer Assembly Charges	\$143.00
Other Charges: Material and Logistics	\$0.00
Quote Total - US dollars	\$148,074.86

Notes:

**Prices per the Sourcewell Contract #040319-CEC.*
**Terms Net 60 Days. Credit cards accepted.*
**FOB Destination*
**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*
**TID# 38-0425350*

**Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.*

**Quote valid for 30 days*

ORDER ACCEPTED BY:

_____	_____
SIGNATURE	DATE
_____	_____
PRINT NAME AND TITLE	PURCHASE ORDER NUMBER

DELIVERY ADDRESS:_____

BILLING ADDRESS (if different than Ship To):_____

TAX EXEMPT? _____YES _____NO

Exempt in the State of _____

Tax Exempt ID:
FEDERAL - _____

STATE - _____

Expiration Date: _____



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

MEETING DATE

June 21, 2023

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on the purchase of a license plate recognition system for two Parking Division enforcement vehicles (held from the May 31, 2023 Improvement & Services meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. LPR for parking enforcement-fact sheet

City of Green Bay-DPW Parking System Division

License Plate Recognition (LPR) for Parking Enforcement

Fact Sheet

(June 2023)

License plate recognition (LPR) systems are used in parking systems for access control, parking permit verification, and parking enforcement. Green Bay Parking Division has funding approved in 2022 for two (2) on-vehicle LPR systems to help streamline parking enforcement activity throughout the City. Parking Division intends to use LPR for the following purposes:

- **Overnight parking enforcement** – Parking Enforcement Officers (PEO's) cannot check the entire City during the two-hour overnight enforcement period between 3 AM and 5 AM. PEO's must manually check license plates of on-street vehicles against the daily permit list, which consumes time. LPR connects automatically to Parking Division permit lists so PEO's can keep moving unless a violation is identified
- **Parking meter and parking lot pass enforcement** – Passport pay-by-phone program data can be linked to LPR. PEO's must currently manually check Passport data against every expired parking meter where a vehicle is parked. LPR greatly speeds this process and allows more enforcement miles to be covered during a shift.
- **Eliminate data transcription errors** – LPR has proven to reduce chances of human error, especially errors from human reading and writing of license plate information. LPR automatically enters license plate data when a violation is identified. The PEO only needs to visually verify it.
- **Safety** – PEO's have contact regularly with upset people, related to parking violations. LPR speeds the citation writing process which reduces PEO exposure to these types of issues.
- **Assist Police Department** – Police Department requests overnight parking citation information from time to time. License plate numbers from ticketed vehicles have identified stolen vehicles and vehicles used during criminal activity.

Automated data collection technology raises questions regarding personal privacy issues, like internet privacy issues. The FAQ list below is intended to answer questions regarding privacy issues related to LPR technology.

- 1) **Is tire chalking legal in Wisconsin?** Yes, Green Bay Parking Division currently chalks vehicle tires as part of its enforcement process. Currently only Michigan, Ohio, Kentucky, and Tennessee are prohibited from chalking tires. Legislation is pending in other states.
- 2) **Are there other LPR users in Wisconsin?** Yes, UW-Green Bay, and the Cities of Lacrosse, Appleton, and Milwaukee currently use LPR.
- 3) **What data is generated from a license plate recognition (LPR) system?** License plate number, GPS position of the vehicle, and time stamp of the LPR scan are recorded for each vehicle scanned.
- 4) **Does an LPR system identify the owner of each vehicle scanned?** No, vehicle ownership information is looked through DMV records after the fact only when a vehicle is issued a citation.

- 5) **How long is LPR scan data saved?** Data can be stored up to 30 days before it is overwritten or deleted. Parking Division would not need to keep data that long and plans to maintain a data storage duration of two (2) weeks or less. Data storage time is dependent on actual experience once an LPR system is up and running.
- 6) **Where is LPR data stored?** Data is stored in a cloud-based server managed by the LPR provider. All the data is property of City of Green Bay. No other user can access or use it.
- 7) **Could LPR data identify everywhere a vehicle was scanned/parked during the data retention period?** Yes, as with any database information, LPR information could be sorted by license plate number, time, or location. Data could be plotted on a map. But it does not identify ownership information.
- 8) **Is LPR data subject to City open records requests?** Yes, all City information is subject to open records requests. However, only available information can be provided. Dependent on privacy laws, certain information can be redacted prior to sharing data.
- 9) **Once the LPR data is at the end of its storage duration, is it erased or overwritten?** Data is erased at the end of the City's identified storage duration.
- 10) **Are there other uses for LPR technology?** Yes, the system could connect to law enforcement information such as stolen car databases and vehicles with excessive outstanding parking citations. Parking Division has not investigated those technologies yet. Parking Division's primary LPR use is for increased parking enforcement efficiency, electronic tire 'chalking' and identification of parking violations at meters permit parking facilities.
- 11) **Do LPR systems have a payback period?** Yes, LPR technology typically pays for itself within three (3) months to a year. The software contains a tool that can calculate how long it would take to pay for itself.



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

MEETING DATE

June 21, 2023

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action on request by Department of Public Works to enter into a Memorandum of Understanding between the City of Green Bay and the University of Minnesota – Duluth National Resources Research Institute (NRRI) to allow access to the Tank Farm Marsh property (Parcels 6-18, 6-29, 18-9-A-1, and 18-9-A-4) for data collection and ongoing research.

BACKGROUND

The City-owned Tank Farm Marsh property is the focus of a wildlife habitat restoration project in partnership with the Wisconsin Department of Natural Resources (WDNR). The University of Minnesota Duluth NRRI, as part of the Great Lakes Coastal Wetland Monitoring program, has previously conducted wildlife surveys at the Tank Farm Marsh site. Entering into an MoU will allow the University to complete wildlife surveys onsite and collect data during the course of the project and after restoration work has been completed.

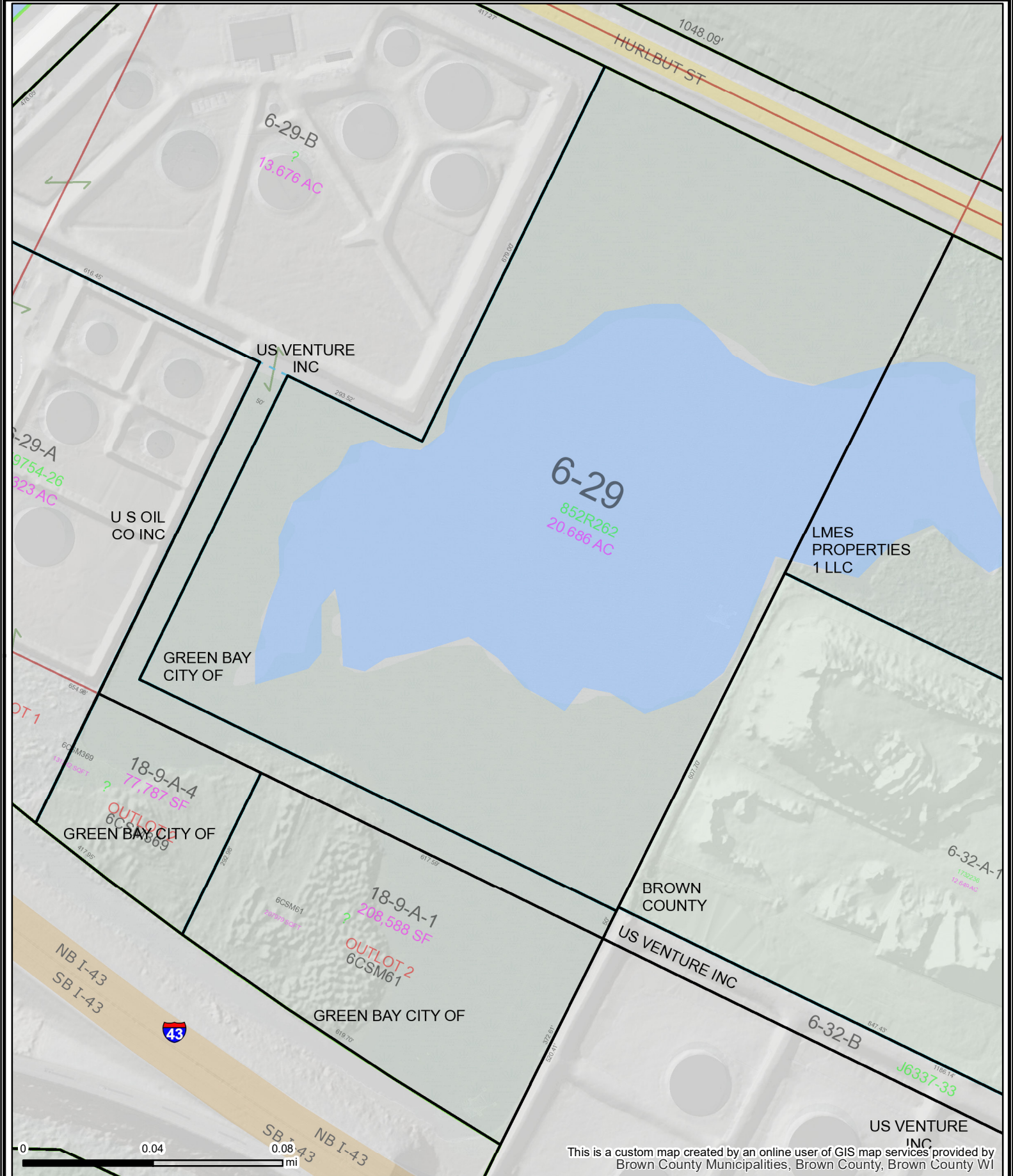
RECOMMENDATION

Staff recommends approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Tank Farm Marsh Map 1
2. Tank Farm Marsh Map 2



This is a custom map created by an online user of GIS map services provided by Brown County Municipalities, Brown County, Brown County WI

Tank Farm Marsh Map 1
Map printed on 6/5/2023
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

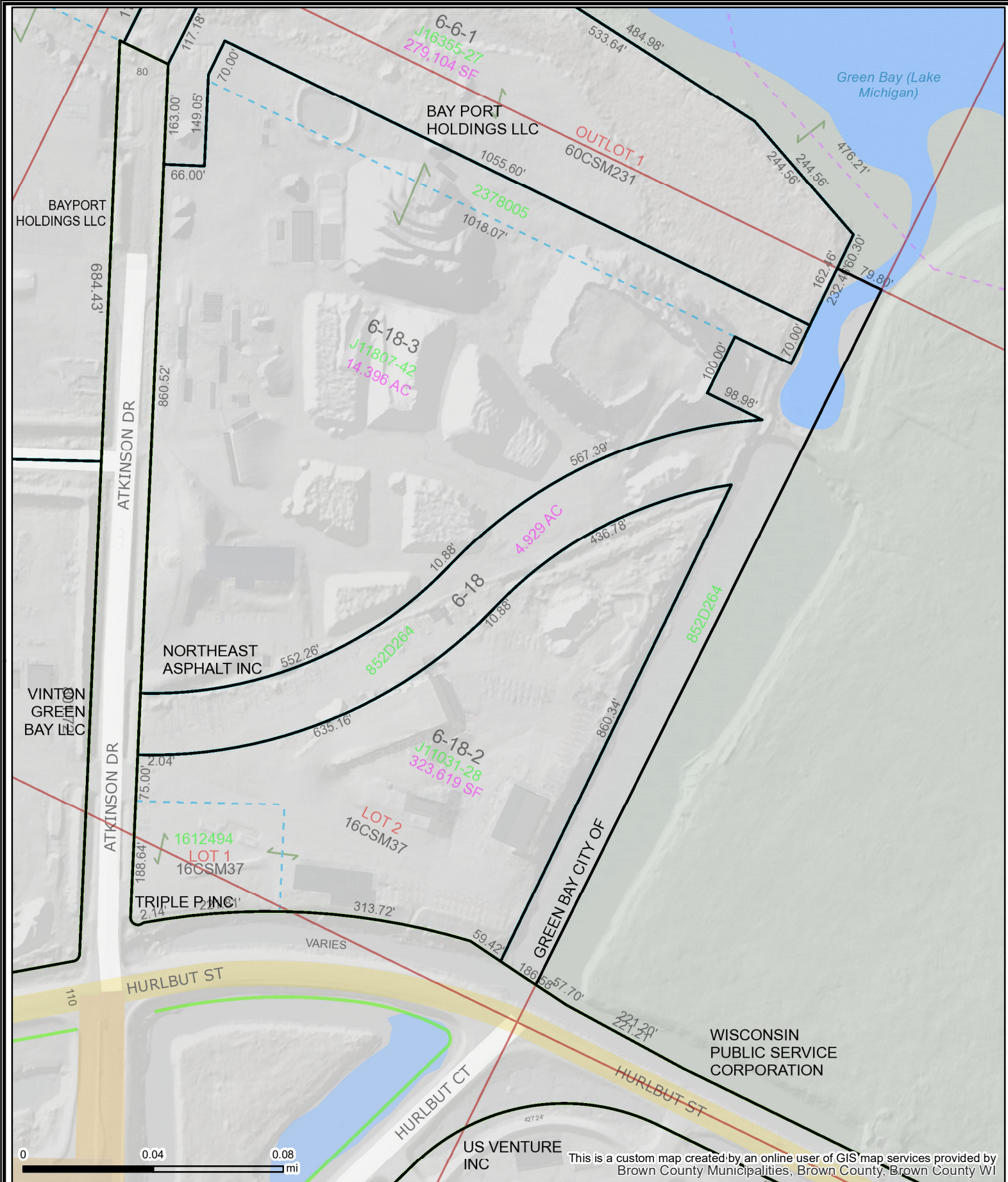
Parcel Boundary	Condominium	"hooks" indicate parcel ownership crosses a line
Gap or Overlap		

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



(920) 448-6480
www.browncountywi.gov



Tank Farm Marsh Map 2

Map printed on 6/5/2023

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

This is a custom map created by an online user of GIS map services provided by Brown County Municipalities, Brown County, Brown County WI

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



(920) 448-6480
www.browncountywi.gov



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

MEETING DATE

June 21, 2023

PREPARED BY

AGENDA ITEM # E.7

Consideration with possible action to amend the 2021 & 2022 Expression of Interest for 2023 geotechnical engineering services to GEI Consultants, Inc. at a fee increase of 10% for subcontracted soil drilling services.

BACKGROUND

The City of Green Bay Department of Public Works (DPW) annually consults with qualified geotechnical engineering firms to perform geotechnical investigations for various City projects. As part of DPW's process to select qualified geotechnical engineering firms, DPW requests an Expression of Interest (RFEI) from several qualified geotechnical engineering firms from across the State. DPW evaluates each of the submitting firms and makes a selection of three (3) to four (4) firms to create a "short list" that are then used by the City on an annual basis. DPW conducts an RFEI evaluation on a bi-annual basis, but has the right to extend the terms and conditions of the agreement for an additional two-years (in one-year increments) according to the following price escalation conditions:

Prior to commencement of each subsequent renewal year, the City will entertain a request for escalation in accordance with current Consumer Price Index at the time of the request or up to a maximum of 5% increase on the current pricing, whichever is lower. "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States City Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

2023 is the first of two renewal years that the City is able to extend the 2021 & 2022 RFEI terms and conditions. GEI Consultant, Inc (GEI), one of three firms currently on DPW's "short list", is requesting to amend the price escalation conditions outlined above. GEI has agreed to the maximum 5% price increase however, GEI subcontracts their soil drilling services to Subsurface Exploration Services, LLC (SES). Due to inflation experienced since 2021, GEI charges a 15% markup for SES subcontracted drilling services. GEI is willing to reduce the markup to subcontracted drilling services to 10% for 2023 services to help offset the cost escalation however, this increase is greater than the maximum 5% increase allowed.

RECOMMENDATION

Staff recommends amending the 2021 & 2022 Expression of Interest for 2023 geotechnical engineering services to GEI Consultants, Inc at a fee increase of 10% for subcontracted soil drilling services.

FISCAL IMPACT

ATTACHMENTS

1. EOI_Geotech_2023_FINAL
2. 2021-2022-RFEI



Consulting
Engineers and
Scientists

June 1, 2023

City of Green Bay
Attn: Matthew J. Woicek, PE
100 North Jefferson Street
Green Bay, Wisconsin 54301-5026
Fax No.: 920-448-3102

**Re: Expression of Interest, Geotechnical Engineering Services for 2023
Green Bay, Wisconsin**

Dear Mr. Woicek,

GEI Consultants, Inc. (GEI) is pleased to respond to your request for Expression of Interest for geotechnical services for 2023. GEI is willing to extend our Expression of Interest for 2021-2022 construction seasons into 2023, with a 5% increase to our fee schedule. Our adjusted fee schedule is attached for your reference.

GEI does not own drill rigs and subcontracts the majority of our work locally to Subsurface Exploration Services, LLC (SES). Costs for drilling are estimated individually for each project and vary based on distance to mobilize, anticipated soil conditions, site access restriction, etc. However, costs for drilling services have generally increased 10% since 2021. Per the Fee Schedule, GEI charges a 15% markup to subcontracted services such as drilling. GEI is willing to reduce the markup to subcontracted drilling services to 10% for 2023 services to help offset the cost escalation.

We propose to complete geotechnical services under the previously negotiated Standard Agreement for Professional Services between City of Green Bay and GEI, dated December 1, 2020.

Should you have any questions, please contact Karl Krueger at (920) 359-1385. We thank you for the opportunity to submit this Expression of Interest and look forward to continuing to assist the City of Green Bay with geotechnical projects on an as-needed basis.

Sincerely,

GEI CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read "Karl Krueger".

Karl Krueger, PE
Project Manager

A handwritten signature in blue ink, appearing to read "Michael J. Wheeler".

Michael J. Wheeler, PE
Senior Vice President

Enclosures:

Standard Agreement for Professional Services between City of Green Bay and Consultant,
Revised as Signed on December 1, 2020
Fee Schedule – City of Green Bay 2023

KMK:amp

K:\City of Green Bay\Proposals\2023\Bay Beach Geotech\P_Bay Beach Geotech.docx_FINAL

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF GREEN BAY AND GEI CONSULTANTS

Project: Brownfields Revolving Loan Fund Environmental Oversight

THIS AGREEMENT is made this 1st day of December 2020, by and between the City of Green Bay, a municipal corporation of the State of Wisconsin, located in Brown County, Wisconsin, (hereinafter called "City") and GEI Consultants (hereinafter called "Consultant").

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

1. SCOPE OF WORK

Consultant agrees to perform all services and furnish all materials necessary as fully described and specified in the Request for Quotation (RFQ).

2. FEES

Total fees payable to Consultant shall not exceed the amount of \$45,200 for all services, materials, equipment, and authorized reimbursable expenses under this Agreement unless an Amendment to Agreement, signed by both parties, approves additional fees in writing. Any such additional fees shall be defined in writing and authorized prior to execution of such work.

3. AMENDMENTS TO AGREEMENT

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

4. COMPENSATION

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

5. INDEMNIFICATION (HOLD HARMLESS) AGREEMENT

Consultant hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf that are not related to professional services even if liability is also sought to be imposed on City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable except to the extent that liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

For claims arising out of the performance of Consultant's professional services, Consultant will indemnify and hold harmless, but not defend the City for any claims by reason of its negligent acts, errors or omissions for professional services. The obligation to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers and each of them, shall be applicable except to the extent the liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant shall reimburse the City, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

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

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

5.a STANDARD OF CARE

Consultant will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of Consultants profession currently practicing in the same locality under similar conditions. Consultant makes no other warranties or representations, either expressed or implied, regarding the services provided.

6. INSURANCE

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

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

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

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

A. PROFESSIONAL LIABILITY (Errors and Omissions)

(1) Minimum Limits

- (a) \$2,000,000 each claim/\$3,000,000 annual aggregate
- (b) Any deductible not to exceed \$25,000 each claim

(2) Must continue coverage for 3 years after final payment for service/job

B. GENERAL LIABILITY COVERAGE

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

C. BUSINESS AUTOMOBILE COVERAGE

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

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

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

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

Proof of Insurance Coverage: Consultant shall provide to the City, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City. If so requested, certified copies of any or all policies shall also be furnished. The Additional Insured Policy endorsement must accompany the Certificate of Insurance. A copy of the Certificate of Insurance must be on file with Risk Management. If no Certificates of Insurance and/or policies are provided to the City upon execution of this Agreement, the Agreement shall be null and void.

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

7. DISPUTE RESOLUTION

All claims, disputes or any other matters in question between the parties arising out of or relating to this Agreement or breach thereof shall be subject to mediation as a condition precedent to the institution of any legal proceedings by either party. If such claim, dispute or any other matter involves a lien arising out of

Consultant's services, Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

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

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

8. ACCESS/UTILITIES

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

Consultant is responsible for locating public utilities and agrees to indemnify and save the City harmless from all claims, suits, losses, cost and expenses including attorney's fees as a result of any personal injury, death or property damage occurring from damage to public utilities. Consultant shall coordinate with a private locating service for locating utilities on private property.

9. SAFETY

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

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

10. OWNERSHIP OF DOCUMENTS

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

11. SAMPLES

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

12. ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not subcontract, assign or transfer any interest in this Agreement or any payments due hereunder except upon prior written consent of the City. All terms, conditions, covenants and agreements

herein shall extend to and be obligatory upon any successors or assigns of Consultant upon the execution of any written consent by the City. Consent shall not be given to any proposed assignment that would release the Consultant of their responsibilities under this Agreement.

13. TERMINATION FOR CONVENIENCE

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

14. TERMINATION FOR CAUSE

Either party may terminate this Agreement in the event the other party fails to fulfill any of its obligations under this Agreement in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement. Termination of the Agreement is accomplished by the party initiating the termination giving fourteen (14) days written notice to the other party. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

15. NO DISCRIMINATION

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

16. SEVERABILITY

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

17. APPLICABLE LAWS

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

18. ENTIRE AGREEMENT

This Agreement, together with the City's Request for Quotation (dated September 28, 2020), Consultant's Quotation (dated October 19, 2020), the attachments appended hereto, and all documents, drawings, specifications, and instruments specifically incorporated herein and made a part hereof, shall constitute the entire Agreement of the parties.

19. COMPLIANCE WITH LAWS

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

20. COUNTERPARTS

This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be 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.

21. TIME

This Agreement shall be effective on December 1, 2020 (which is the Effective Date of the Agreement).

All schedules are to be strictly met.

CITY

Signature: 

Name: Eric Genrich

Title: Mayor

Date: 01 / 12 / 2021

Signature: 

Name: Pamela R. Manley

Title: Interim City Clerk

Date: 1/12/2021

CONSULTANT

Signature: 

Name: Paul J. Killian

Title: Vice President

Date: 01/13/2021

EXHIBIT B**CITY OF GREEN BAY FEE SCHEDULE AND PAYMENT TERMS 2021-2022****FEE SCHEDULE**

Hourly Billing Rate for
2023 (5% Increase)

<u>Personnel Category</u>	<u>Hourly Billing Rate</u> <u>\$ per hour</u>	
Staff Professional – Grade 1	\$ 75	78.75
Staff Professional – Grade 2	\$ 86	90.30
Project Professional – Grade 3	\$ 102	107.10
Project Professional – Grade 4	\$ 116	121.80
Senior Professional – Grade 5	\$ 125	131.25
Senior Professional – Grade 6	\$ 149	156.45
Senior Professional – Grade 7	\$ 168	176.40
Senior Consultant – Grade 8	\$ 183	192.15
Senior Consultant – Grade 9	\$ 183	192.15
Senior Principal – Grade 10	\$ 183	192.15

Senior Drafter / GIS	\$ 113	118.65
Drafter and Designer / GIS	\$ 101	106.05
Field Professional	\$ 94	98.70
*Senior Technician	\$ 116	121.80
*Technician	\$ 100	105.00
Word Processor, Administrative Staff	\$ 86	90.30
Office Aide	\$ 74	77.70

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

- *The scope of work is based on a normal work week, Monday through Friday, eight (8) hours per day and work on Saturday. Overtime will be charged at 1.3 times the specified rate; Sunday and holiday hours will be charged at two times the personnel rate, with a minimum charge of eight (8) hours

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a ~~15%~~ ^{10% (KMK)} service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The ~~15%~~ ^{10% (KMK)} service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

1. SCOPE OF SERVICES

The City of Green Bay (City) is soliciting Request For Expressions of Interest (RFEI) for the purpose of developing a “Short List” of qualified consultants interested in providing geotechnical engineering services for the City in 2021 and 2022. The City will solicit Request for Quotations from firms on the “Short List”, as geotechnical services are required.

2. RFEI PROCESS

- a. Department of Public Works (DPW) issues RFEI for the purpose of developing a shortlist of engineering consultants interested in providing specified engineering services.
- b. Consultants submit RFEI documentation as outlined in the request.
- c. DPW reviews and rates consultants' submittals based on technical abilities as well as their hourly rate schedule.
- d. DPW selects top qualifying consultants for shortlist with a maximum of three consultants being selected for each category of work outlined in the RFEI. List will be valid for two years.
- e. As engineering services are required, DPW will prepare a scope of work and schedule and will solicit a Request for Quotations (RFQ) from the firms on the shortlist for the specified category of work/services required. Work will be awarded to the firm submitting the lowest quote for the particular RFQ.
- f. The Director of Public Works in conjunction with the Finance Department will have approval responsibility for projects \$20,000 or under. Contracts over \$20,000 will require I&S Committee and Common Council approval.

NOTES:

- 1) The City reserves the right to issue Requests for Proposals on projects when it is deemed to be in the best interest of the City.
- 2) The City reserves the right to enter into a master contract with one firm to provide on-call emergency services on a time and material bases for projects that cannot wait to go through the RFQ process.

3. SUBMISSION OF RFEI

Responses to this solicitation shall be submitted in two (2) copies and in a sealed envelope to the City of Green Bay Department of Public Works by 4:30 PM on Friday, February 12, 2021. Envelope shall bear the name of the firm and address as well as the title of the RFEI. Address your submittal to:

Steven M. Grenier, PE
Director of Public Works
100 N. Jefferson Street, Room 300
Green Bay, WI 54301

All submittals shall be valid for sixty (60) days from the opening date. Submissions received after the specified date and time will be considered late and will be returned unopened.

The City reserves the right to reject any and all submittals or to waive any minor irregularities in the process.

Submission of RFEI by Consultant signifies agreement with the attached “Standard Agreement For Professional Services between the City of Green Bay and Consultant”. Consultants’ proposed revisions to the “Standard Agreement For Professional Services between the City of Green Bay and Consultant” are not acceptable. Consultant shall provide Certificate of Insurance as required in the Agreement once notified of making the “Short List”.

4. WORK ELEMENTS

Projects vary from year to year but historically have consisted of, but not limited to, the following categories of work:

- Subsurface investigation including borings/test pits, soil classification, stratification, and recommended soil bearing capacity.
- Determination of groundwater levels.
- Preparation of reports summarizing findings from investigations, including construction recommendations regarding excavation, cut and fill, foundation, pavement and slab design recommendations.
- Foundation design and analysis.
- Slope stability analysis.

5. REQUIRED SUBMITTAL INFORMATION

- a. The name of the proposing firm, address, telephone number, and the name, title, and email address of the person(s) authorized to represent the firm.
- b. General information about your firm.
- c. Statement of your firm's qualifications including a statement/declaration as to why your firm is interested in working for the City, what it has to offer the City and why the City should select your firm.
- d. Identify the category of work that your firm is interested in and describe your understanding of services to be provided.

- e. A list of previous projects of similar nature completed by your firm including references (provide clients name, contact person and phone number).
- f. Identify key personnel that will be assigned to this project and the respective roles or services they will provide from your local office including names, job titles and billing fees. Identify a contact person with an email address to which Request for Proposals may be directly emailed.
- g. Identify key personnel that will be assigned to this project and the respective roles or services they will provide from outside your local office including names, job titles and billing fees.
- h. List any subcontractors you plan to use.
- i. Submit a fee schedule for personnel and services provided including mileage, equipment rental and subcontracted work for 2021 and 2022.
- j. Consultants shall include the attached City's Standard Agreement For Professional Services signed and dated with their submission. Consultant shall include the attached "Standard Agreement For Professional Services between the City of Green Bay and Consultant" with their submission acknowledging their agreement with such. Individual "Agreements" will be executed on a project by project basis.
- k. Prices quoted with the submittal shall remain firm for the period of two (2) years (2021 & 2022). The City reserves the right to extend the term of submitted schedule of fees by mutual agreement between the parties, for an additional two (2) years, in one-year increments, under the same terms and conditions with potential price escalation explained below:

Prior to commencement of each subsequent renewal year, the City will entertain a request for escalation in accordance with current Consumer Price Index at the time of the request or up to a maximum of 5% increase on the current pricing, whichever is lower. "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States City Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

- l. With the understanding that the geotechnical services required by the City varies in non-specific areas and fluctuates at non-specific times, briefly describe your firm's business approach to the City's needs and how it separates your firm from other geotechnical engineering firms.
- m. Any other pertinent information.

- n. Sign and attach Consultant's Certification with submittal.

5. EVALUATION

Submittals will be evaluated on, but not limited to, firm's technical expertise and experience, credentials of project team, understanding of task requirements, capability for timely response, overall quality and completeness of submittal, and cost of services. A submission of a RFEI constitutes acceptance of the evaluation techniques and recognition and acceptance that the City's evaluators will use subjective judgment in evaluating submittals.



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

MEETING DATE

June 21, 2023

PREPARED BY

AGENDA ITEM # E.8

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. BRIDGE 2-23 (ATKINSON DRIVE OVER CN WC RAILROAD B-5-225 PAINTING)
- b. BRIDGE 3-23 (MAIN STREET BRIDGE B-5-141 EXPANSION JOINT RECONSTRUCTION)

BACKGROUND

Staff level awarded contracts

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 21, 2023

PREPARED BY

AGENDA ITEM # E.9

Report the award of contract GBMFD I-23 STATION 7 WINDOW REPLACEMENT to Commonwealth Corporation in the amount of \$91,932.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

\$91,932.00

ATTACHMENTS

None



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

MEETING DATE

June 21, 2023

PREPARED BY

AGENDA ITEM # E.10

Report the award of contract GREEN BAY WATER UTILITY WATER MAIN REHABILITATION to Fer-Pal Construction USA LLC in the amount of \$258,860.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

\$258,860.00

ATTACHMENTS

None



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

MEETING DATE

June 21, 2023

PREPARED BY

AGENDA ITEM # E.II

Report of actions taken by Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

- a. N&L Concrete Const. LLP
- b. Right Way Concrete Construction
- c. Curb Pioneers
- d. Sherfield, LLC
- e. LDR Utility, Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 21, 2023

PREPARED BY

AGENDA ITEM # F.I

Presentation of Private Stormwater Management Practice Inspection Program.

BACKGROUND

The City of Green Bay has implemented a private stormwater management practice inspection form to comply with the Wisconsin Department of Natural Resources (WDNR) municipal separate storm sewer system (MS4) permit requirements. Refer to the attached memo.

RECOMMENDATION

FISCAL IMPACT

The inspection of private stormwater management practices is funded by the Stormwater Utility.

ATTACHMENTS

- I. Memo to IS Private SMP Inspections and Update



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

TO: Improvement & Services Committee
Steve Grenier – Director of Public Works

FROM: Valerie Joosten – Utility Manager

DATE: June 14, 2023

RE: Private Stormwater Management Practice Inspections

The City of Green Bay requires post construction stormwater management under Sec. 16-76. – 16-86. of the City's stormwater management ordinance in accordance with the Wisconsin Department of Natural Resources WPDES Permit No. WI-S050075-3, commonly referred to as the municipal separate storm sewer system (MS4) permit.

The MS4 permit requires the City of Green Bay to track and enforce the long-term maintenance of private stormwater management practices implemented to meet post-construction performance standards. Examples of stormwater management practices include: catch basins, bio-retention ponds, wet ponds, and underground stormwater storage structures. The City's procedures are required to include:

- Tracking of regulated sites.
- Inspections by the City, at least once every 5 years within the MS4 permit term.
- Inspection documentation.
- Follow-up enforcement with timeframes for corrective measures.

The City's MS4 permit term expires on April 30, 2024. The City permitted approximately 268 properties containing post-construction controls between 2010 – 2022. Each property may contain multiple stormwater management practices. Additional stormwater management practices were permitted between 2001 – 2010; however, those permits are still being inventoried.

The City began conducting private stormwater management practice inspections in June 2023 with the assistance of an engineer intern / seasonal engineering aide that is funded through a grant received by UWGB and through the City's Stormwater Utility. The City has begun sending out follow-up letters to owners of the stormwater management practices who are required to make corrective measures or complete additional maintenance activity. The City will not be sending letters to those facilities that do not require further action beyond the maintenance they are already performing. Due to the sheer number of facilities receiving an inspection for the first time, the City does expect a significant number of facilities to receive letters requiring follow-up action be taken.



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

MEETING DATE

June 21, 2023

PREPARED BY

AGENDA ITEM # F.2

Update on pedestrian safety improvement program to install Rectangular Rapid Flashing Beacons (RRFB) and driver feedback signs at various locations across the City.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 21, 2023

PREPARED BY

AGENDA ITEM # F.3

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None