



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, MAY 15, 2024, 5:00 PM
Immediately following Parks Committee.

SECOND AMENDED

In person at City Hall, Room 203
Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/82206544400?pwd=NDdlbmNzNUhBWV9XRlVU5cklzMjZ2QT09>

Or call in by phone: +1 312 626 6799

Meeting ID: 822 0654 4400

Passcode: 635662

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

B. Roll Call.

C. Election of Chairperson and Vice-Chairperson of the Improvement and Services Committee meeting.

D. Approval of the Agenda.

E. Approval of Minutes.

F. Regular Business.

- I. Consideration with possible action on request by Jennifer Pagel (1070 Kenwood Street) to rescind the outstanding invoices for early garbage setout (held over from the May 1, 2024, Improvement & Services Committee meeting).

2. Consideration with possible action on request by Department of Public Works to have the City of Green Bay petition the Office of Commissioner of Railroads for an at-grade crossing of a rail spur line along Weise Street at North Quincy Street.
3. Consideration with possible action on request by Department of Public Works to enter into a cooperative purchasing agreement with KONE Inc. in the amount of \$493,000.00 for the Cherry Street Ramp South Elevator Replacement.
4. Consideration with possible action on request by Department of Public Works to award the following contract at a staff level and report the award at the next Improvement and Services Committee meeting.

a. PARKS 2-24 BAY BEACH WILDLIFE SANCTUARY PARKING LOT EXPANSION –
Ph I

5. Consideration with possible action on request by Department of Public Works to review and approve the award of BRIDGE 2-24 PAINTING (B-5-141, B-5-154, B-5-275) to Zenith Tech, Inc. in the amount of \$374,500.00.
6. Report the award of contract RESURFACING 2-24 (INCLUDING SEWER & WATER) to Jossart Brothers, Inc. in the amount of \$3,656,132.60.
7. Report of actions taken by the Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

- a. Total Construction (Joe Mains Concrete)
- b. Quality Asphalt Green Bay, LLC
- c. N&L Concrete Construction, LLC
- d. Paul Conard Construction
8. Consideration with possible action on request by Department of Public Works to review and approve the award of ESG I-24 SALT SHED MATERIALS to Wheeler Lumber, LLC in the amount of \$142,300.00.
9. Consideration with possible action on request by Department of Public Works to award the following contract at a staff level and report the award at the next Improvement and Services Committee meeting.

a. PARKS X-24 LEICHT PARK SHELTER

G. Informational.

1. Director's Report on recent activities of the Public Works Department.
2. The next Improvement & Services Committee meeting is scheduled for June 5, 2024.

H. Public Hearings.

I. 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

May 15, 2024

PREPARED BY

AGENDA ITEM # F.I

Consideration with possible action on request by Jennifer Pagel (1070 Kenwood Street) to rescind the outstanding invoices for early garbage setout (held over from the May 1, 2024, Improvement & Services Committee meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Jennifer Pagel Appeal

From: _____
To: _____
Cc: [I&S agenda item \(May 1\)](#) _____
Subject: Thursday, April 18, 2024 8:00:09 AM
Date:

Please add the following item to the next I&S agenda

Agenda item: Consideration and possible action on a request by Jennifer Pagel (1070 Kenwood Street) to rescind outstanding invoices for early garbage setout

Supporting documentation: Please add copies of invoices for this address. Also see below.

Staff recommendation: None. Invoices were issued per City ordinance rules

Christopher J. Pirlot, P.E.

Operations Director/Parking Manager

City of Green Bay

Department of Public Works

Sent: Wednesday, April 17, 2024 10:00 PM

To: Subject: Fw: Garbage Pickup - Jennifer Pagel

More information.

Alderman Chris Wery

Facebook: [Alderman Chris Wery, District 8 City of Green Bay](#)

----- Forwarded Message -----

Sent: Monday, March 18, 2024 at 08:25:32 PM CDT

Subject: Re: Garbage Pickup

Hi Chris,

Thank you for your inquiry on this.

Yes I would like to appeal. I would like to appeal on the basis of never given a warning, then a citation.

The fee is absolutely ridiculous amount.

Like I said, parking tickets on the street over nite are not even half that.

I pay taxes and of course they went up again this year, so if there is no room for 1 mistake or 2 due to a 17 year old wheeling out the garbage wrong, then don't increase my taxes. I'll just pay my 65 dollar fines I receive.

If I'm such a nuisance, then how come in the 23 years I have lived here this has never been an issue

before?

I am all for accountability. And if I had to make the garbage guy get out of his truck to get my garbage then I'll pay. I do not want to pay that amount.

There needs to be a better system than giving someone a fine immediately for 65 dollars. Start out at 10 then 20 and so forth....

Thank you Chris.

Best of luck. It makes me want to move and that's sad for me.

Jennifer

Sent from my iPhone

On Mar 18, 2024, at 1:29 PM, Chris Wery wrote:

I also received this from staff:

Alder Wery,

Orders were sent 8/10/23 regarding nuisance exterior storage amongst a couple of other violations.

8/29 the note reads that all violations were corrected except the storage of items. A conversation was had onsite with the property owner about the windows leaning against the house and when they would be removed.

9/8 a fee was issued for noncompliance

9/12 the windows were removed and case was closed.

Thank you,

Mike Van De Wetering

Housing/Zoning Inspector

City of Green Bay

Community and Economic Development Department

Alderman Chris Wery

920-490-9282

[Facebook: Alderman Chris Wery, District 8 City of Green Bay](#)

On Tuesday, March 12, 2024 at 08:31:50 AM CDT, Jennifer Pagel

I received a bill dated Feb 26th stating wrong date for recycling and the two weeks later received another bill for Feb. 29th stating bins were not 4 feet apart.

Last summer I received a bill for garbage bins on the side of my house. I took care of it and they still belled me even though the guy came back and checked. I had windows that time

on the side of my house as well because last year I remodeled my kitchen.
Thank you for looking into this. I'm not a nuisance neighbor. Just a single mom with 3 boys trying to get them into college this fall.
Thanks Chris so much for your time. I know ur busy.
Jennifer Pagel

Sent from my iPhone

On Mar 11, 2024, at 2:51 PM, Chris Wery wrote:

Hi Jennifer,

I just wanted you to know I am waiting to hear back from the city on the two issues. If I recall correctly, there was the issue of 2 bills received for garbage out on the wrong day and then for garbage in the back yard?

Thanks!

Alderman Chris Wery

[Facebook: Alderman Chris Wery, District 8 City of Green Bay](#)



CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS
EARLY SET OUT FORM

Parcel No. _____
Invoice No. _____
Invoice Date _____
FOR OFFICE USE ONLY

Driver: BOB W. Truck: 146

Date: 2-29-24 Time: 11:54 am pm

Address: 1070 KENWOOD ST

Day of week collected:

Monday Tuesday Wednesday Thursday Friday

Normal collection day:

Monday Tuesday Wednesday Thursday Friday

How notified: Complaint Drive by Tag

☒ TRASH CART

Cart Number: 1495 020602

Cart Number: _____

Other: _____

☐ RECYCLING CART

Cart Number: _____

Cart Number: _____

Other: _____

Approved By: _____

I:\DeptData\PubWorks\Operations\Adm\Forms\Sanitation\EARLY SET OUT FORM 03-2016.docx 10.5.2018 (ABARBER)

CITY OF GREEN BAY - DEPT. OF PUBLIC WORKS
100 N JEFFERSON ST ROOM 300

PHONE: (920) 448-3535

ORDINANCE VIOLATIONS

☒ SOLID WASTE

☐ RECYCLING

☒ 1. SOLID WASTE AND RECYCLE VIOLATIONS

- A. Cart must be placed with numbers on cart facing the street and 4 (four) feet of clearance around each cart ☒
- B. Lid must be closed ☐
- C. Items outside of cart not collected ☐
- D. Only City issued carts collected ☐
- E. Must be placed on cleared surface ☐
- F. Carts must not be placed on or behind snow banks ☐
- G. Liquids not accepted ☐
- H. Yard waste not accepted ☐
- I. Batteries not accepted ☐

☐ 2. SOLID WASTE VIOLATIONS

- A. Recycling present in solid waste ☐
- B. Debris generated by contractor not collected ☐
- C. Ashes/sawdust must be placed in sealed bag ☐

☐ 3. ELECTRONIC VIOLATIONS

- A. Electronics not collected by the City. See <http://dnr.wi.gov/topic/Ecycle/> for disposal locations ☐

☐ 4. RECYCLING CONTENTS VIOLATION

- A. Solid waste present in recycling ☐
- B. Recycling not collected from businesses ☐
- C. Motor oil, antifreeze, pesticide containers not recyclable ☐
- D. No waxed or plastic lined cardboard, no soiled cardboard, or tissue products ☐
- E. Place shredded paper in brown paper bag prior to placing inside your cart ☐
- F. Recycling only collected from buildings with 6 (six) or less dwelling units ☐
- G. Plastic bags not collected by the City of Green Bay ☐
- H. Styrofoam not recyclable ☐

☐ OTHER

4' APART

DATE: 2-29-24 UNIT 146

ADDRESS: 1070 Kenwood

CART NUMBER: 1495 020602

For more information on Green Bay's solid waste and recycling regulations go to www.greenbaywi.gov/publicworks



CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS
EARLY SET OUT FORM

Parcel No. _____
Invoice No. _____
Invoice Date _____
FOR OFFICE USE ONLY

Driver: Bob W Truck: 141

Date: 2-22-24 Time: 11:57 am/pm

Address: 1020 KENWOOD

Day of week collected:

Monday Tuesday Wednesday Thursday Friday

Normal collection day:

Monday Tuesday Wednesday Thursday Friday

How notified: Complaint Drive by Tag

☒ TRASH CART

Cart Number: 1495 028602

Cart Number: _____

Other: _____

☒ RECYCLING CART

Cart Number: 09-003425

Cart Number: _____

Other: _____

Approved By: _____

CITY OF GREEN BAY – DEPT. OF PUBLIC WORKS

100 N JEFFERSON ST ROOM 300

PHONE: (920) 448-3535

ORDINANCE VIOLATIONS

☒ SOLID WASTE

☐ RECYCLING

1. SOLID WASTE AND RECYCLE VIOLATIONS

- ☒ A. Cart must be placed with numbers on cart facing the street and 4 (four) feet of clearance around each cart
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- ☐ D. Only City issued carts collected
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- ☐ F. Carts must not be placed on or behind snow banks
- ☐ G. Liquids not accepted
- ☐ H. Yard waste not accepted
- ☐ I. Batteries not accepted

2. SOLID WASTE VIOLATIONS

- ☐ A. Recycling present in solid waste
- ☐ B. Debris generated by contractor not collected
- ☐ C. Ashes/sawdust must be placed in sealed bag

3. ELECTRONIC VIOLATIONS

- ☐ Electronics not collected by the City. See <http://dnr.wi.gov/topic/ecycle/> for disposal locations

4. RECYCLING CONTENTS VIOLATION

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- ☐ D. No waxed or plastic lined cardboard, no soiled cardboard, or tissue products
- ☐ E. Place shredded paper in brown paper bag prior to placing inside your cart
- ☐ F. Recycling only collected from buildings with 6 (six) or less dwelling units
- ☐ G. Plastic bags not collected by the City of Green Bay
- ☐ H. Styrofoam not recyclable

OTHER WRONG WEEK FOR RECYCLING

DATE: 2-22-24 UNIT 141

ADDRESS: 1020 Kenwood

CART NUMBER: 1495 028602

09-003425

For more information on Green Bay's solid waste and recycling regulations go to www.greenbaywi.gov/publicworks



GREEN BAY CITY TREASURER

100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
02/29/2024	183190
Customer Number	
65410	
Invoice Total Due	
\$65.00	
Customer PO	Due Date
	03/31/2024

JENNIFER J PAGEL
1070 KENWOOD ST
GREEN BAY, WI 54304-

FOR PARCEL 1-2653-12 AT 1070 KENWOOD ST -
SERVICE: EACH CART MUST HAVE 4 FEET CLEARANCE
ON ALL SIDES 2/29/2024

00000182024800183190800000065003

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301

Invoice Date: 02/29/2024

Customer Number: 65410

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
EARLY SETOUT / SANITATION VIOLATION CHARGE	1.00	\$65.00	EACH	\$65.00	\$0.00	\$0.00	\$65.00
Please put Invoice Number on your check. Make checks payable to City of Green Bay.				Invoice Total:	\$65.00		

GENERAL ORDINANCE 9.02 SOLID WASTE COLLECTION REGULATIONS - THE AMOUNT MUST BE PAID
IN 30 DAYS OR BE PLACED ON THE TAX ROLL. PLEASE CALL THE DEPARTMENT OF PUBLIC WORKS
AT (920) 448-3535 WITH ANY QUESTIONS.

ORIGINAL
COPY



GREEN BAY CITY TREASURER

100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
02/26/2024	182999
Customer Number	
65410	
Invoice Total Due	
\$65.00	
Customer PO	Due Date
	03/27/2024

JENNIFER J PAGEL
1070 KENWOOD ST
GREEN BAY, WI 54304-

FOR PARCEL 1-2653-12 AT 1070 KENWOOD ST -
SERVICE: CARTS MUST HAVE 4FT CLEARANCE
AROUND ALL SIDES, WRONG WEEK FOR RECYCLING -
2/22/2024

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301

Invoice Date: 02/26/2024

Customer Number: 65410

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
EARLY SETOUT / SANITATION VIOLATION CHARGE	1.00	\$65.00	EACH	\$65.00	\$0.00	\$0.00	\$65.00
Please put Invoice Number on your check. Make checks payable to City of Green Bay.				Invoice Total:		\$65.00	

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AT (920) 448-3535 WITH ANY QUESTIONS.

ORIGINAL
COPY



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

April 18, 2024

Jennifer Pagel
1070 Kenwood Street
Green Bay, WI 54304

Dear Jennifer,

This letter is to notify you that the item(s) highlighted on the enclosed agenda will be presented before the Improvement & Services Committee of the City Council for its consideration.

The Improvement & Services Committee is scheduled for **Wednesday, May 1, 2024 at 6:30 p.m. in Room 207 of the City Hall building, 100 North Jefferson Street.**

We recommend that you attend as the Committee discusses your request. At that time, you can provide your concerns and/or facts.

Sincerely,

Michelle Wolter
Administrative Clerk

Enclosure



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

MEETING DATE

May 15, 2024

PREPARED BY

AGENDA ITEM # F.2

Consideration with possible action on request by Department of Public Works to have the City of Green Bay petition the Office of Commissioner of Railroads for an at-grade crossing of a rail spur line along Weise Street at North Quincy Street.

BACKGROUND

RECOMMENDATION

Recommendation to approve

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 15, 2024

PREPARED BY

AGENDA ITEM # F.3

Consideration with possible action on request by Department of Public Works to enter into a cooperative purchasing agreement with KONE Inc. in the amount of \$493,000.00 for the Cherry Street Ramp South Elevator Replacement.

BACKGROUND

The south elevator at the Cherry Street Parking Ramp has been out of service for approximately 2 years. It has been determined that repair is not a viable option and replacement of the mechanical system and cab is necessary.

RECOMMENDATION

To enter into a cooperative purchasing agreement with KONE Inc for the replacement of the south elevator at the Cherry Street Parking Ramp.

FISCAL IMPACT

\$400,000 was included in the 2024 CIP.

ATTACHMENTS

1. Cherry Street Ramp South Elevator Replacement R 05 03 24
2. Cherry Street Ramp South Elevator Replacement Summary REV 05 03 24

Dedicated to People Flow™



Proposal for

Cherry Street Ramp South Elevator Replacement

CITY OF GREEN BAY

Attention: Trista Hobbs

KONE People Flow Solution Proposal

05/03/2024



KONE Inc.
Milwaukee Office

5801 S. Pennsylvania Avenue
Suite 300
Cudahy, WI, 53110
Mobile +14148392118
Work +12623730460
steven.showers@kone.com
www.kone.us

1. Proposal

Trista,

We are pleased to enclose, for your review and consideration, KONE's proposal to fully replace your equipment located at the following address: 202 Cherry Street, Green Bay, Wisconsin.

- This proposal is based on 2025 installation.
- This proposal is valid for (30) days.
- Anticipated downtime: 12-13 weeks per unit for full replacement + 1 week for inspection.

The existing equipment, as outlined below, will be replaced in accordance with the explanation provided herein. Where additional items are made a part of this Proposal, a complete description is provided. Where existing equipment and/or systems are not mentioned, the intent of this Proposal is to reuse said item(s) "as is". The KONE solution includes design, manufacturing, supply and installation of the following:

Elevator

Equipment name	Solution	Capacity/Speed	Landings/Entrances	Price
 1	1 x KONE MonoSpace 500 DX	3500 lbs / 350 fpm	Landings: 7 Entrances: 7 front	\$ 332,000.00

Related Building Trades (Electrical and GC) **\$ 161,000.00**

Total Sales Price **\$ 493,000.00**



2. Validity of proposal

If provided, our proposal is based on the architectural drawings and specification (Division 14) and meets the general intent of the project. In case of any differences or contradictions between the contents of the documents contained in KONE's Tender Document, the Project Drawings or the Project Specifications, the KONE Tender Document shall prevail. Pricing is based on the contents specified in this Proposal and the appendices and Bid Attachments, which are incorporated into this Proposal (the "Proposal"). Contract terms shall be in accordance with Bid Attachment "A" / KONE Inc. General Terms and Conditions and Bid Attachment "B" / Site Safety Requirements / Work by Others, which are incorporated by reference. The pricing included in this Proposal is submitted with the understanding that all documents referenced and incorporated will be signed without modification. In the event of conflicts or inconsistencies between this Proposal and any other contract document, this Proposal shall supersede and prevail. This Proposal is valid for 30 days.

Please know that we are available to assist you in coordinating the work by others as further described in our "Bid Attachment B". Should you have any questions or require additional information, please feel free to contact me directly.

We look forward to hearing from you and working together on this project.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Steve Showers", written in a cursive style.

Steve Showers

Sr Modernization Sales

Kone Inc



3. Your Solution

Elevator Technical Specification

1

Base solution

KONE Solution	KONE MonoSpace 500 DX
Machinery location	Guiderail-mounted in overhead of hoistway
Capacity (lbs)	3500
Speed (fpm)	350
Travel height (ft)	71 ft 8 in
Stops	7
Front entrances	7
Rear entrances	0
Control system	Full collective Simplex
IBC seismic design Category	A
Value (IP) (SDS)	0
Regulations	ASME A17.1-2016
KONE Environmental Product Declarations	https://www.kone.com/en/products-and-services/green-building/lifecycle-impact-assessments/



Shaft construction

Shaft size (W x D) (ft)	8 ft 8 in x 7 ft 2 in
Pit depth (ft)	5 ft 7 in
Clear Height under Ceiling (ft)	14 ft 1.5 in
Headroom Bracket attach type B side	Expansion anchor, concrete (10)
Headroom Bracket attach type D side	Welded to horizontal steel (12)

Mechanical components & machinery

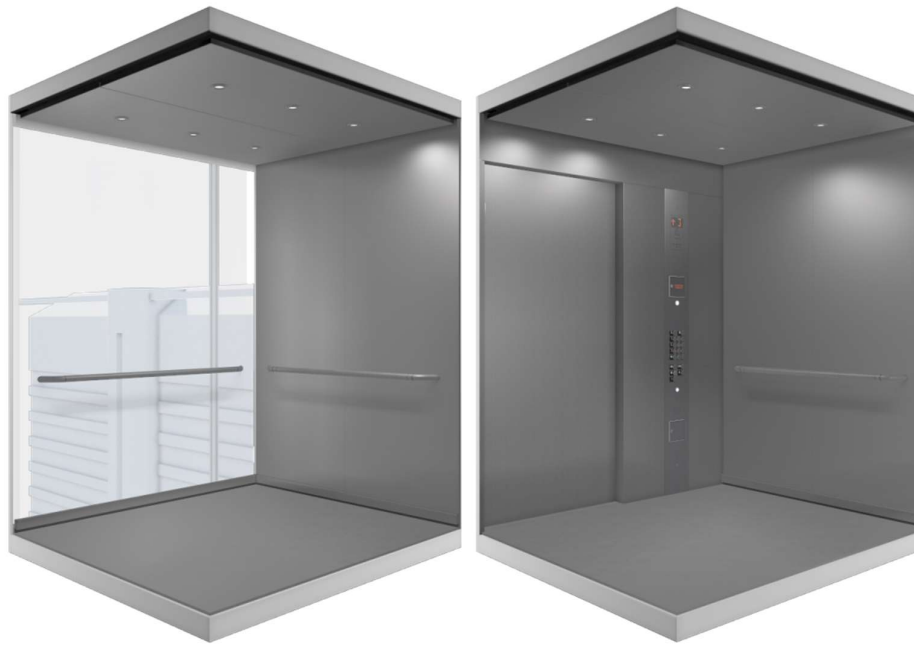
Power supply, machinery (V / Hz)	480 / 60
----------------------------------	----------

Car and doors

Car size (WxDxH) (in)	6 ft 5.7188 in wide x 5 ft 6.6875 in deep x 8 ft 0 in high
Door opening dimensions (WxH) (ft)	3 ft 6 in x 7 ft 0 in
Controller location	Remote Closet 7th floor Hoistway to controller (horz) [ft]: 45



Design SOUTH - 1



Do you want to see the
design in 3D view?

Click below

→ KONE CAR DESIGNER



Rear and Side walls

Front and Side walls

<https://cardesigner.kone.us/#/doc/3d328282-f896-4f47-8b70-d4b04cc9db85>

Materials and design

Please note that all images are for illustration purposes only. Some differences to actual product delivered may exist.

Elevator 1

Side walls	Flemish Linen
Rear wall	Transparent glass
Rear Wall Expose To Direct Sun	Yes
Side walls	Flemish Linen
Front wall	#4 Brushed Stainless Steel, pan type door



Glass wall

Type	Yes, Clear
Finishing for visible structure	#4 Brushed Stainless Steel
Ceiling	Round, LED spotlights (CL88) #4 Brushed Stainless Steel
Flooring by others	Maximum floor thickness: 0.5 in Maximum floor weight: 3 lbs/ft2
Handrail	HR64- Tube D38 with rounded ends #4 Brushed Stainless Steel Handrail on side and rear walls
Skirting	#4 Brushed Stainless Steel
Car Fan	Fan Required
Protection pads	KONE standard pads and hooks included
Door type	Single-speed, right-hand, side-opening
Entrance equipment	New entrances and hoistway doors will be provided. Fire rating shall be UL fire-rated for 1-1/2 hour.
Door material	#4 Brushed Stainless Steel
Sill material	Aluminum
Number of car operating panels (COP)	1
COP details	Dot matrix Flush #4 Brushed Stainless Steel
Jamb mounted destination indicator	Metallic Black with White mark Car Lantern (jamb-mounted) included
Signalization Series	KSS 140 vandal resistant signalization



Additional Options

Hall/Lobby panel included	No
Locking of car calls switch type	Card Reader Provisions

Hazard Avoidance

Emergency power drive	Emergency power drive included (generator by others)
Elev. flood detection device	0; No device
Shaft light required	0, not ordered
Operation of car ventilation	KONE Standard Fan
Regenerative drive	Yes

Landing	Floor Marking	Landing Sill Material	Finish	Entrance Frame type	Hall Lantern / Position Indicator
7 Front	7	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Lantern / Position Indicator
6 Front	6	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Lantern / Position Indicator
5 Front	5	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Lantern / Position Indicator
4 Front	4	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Lantern / Position Indicator
3 Front	3	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Lantern / Position Indicator
2 Front	2	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Lantern / Position Indicator
1 Front	*1	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	Lantern / Position Indicator



4. Project-Specific Clarifications

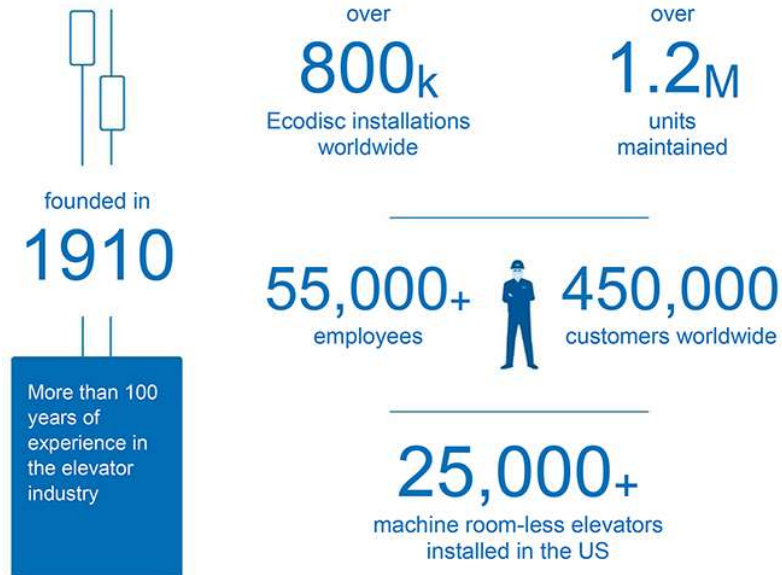


5. Why KONE?

KONE in brief

KONE is a global leader in the elevator and escalator industry. Our versatile product portfolio features a wide range of innovative products including elevators, escalators, and autowalks.

You are supported by our broad district and branch network across North America.



KONE MonoSpace®

Replacement of in-ground hydraulic elevator system(s) or geared traction elevators systems(s) with a flexible machine room-less traction elevator solution offers many benefits:

- Excellent eco-efficiency – oil-free hoisting technology, lighting and standby solutions for energy efficient operation.
- Superb ride comfort – smooth and quiet operation in compliance with our strict ride-comfort standards.
- Versatile design - a broad set of attractive materials and accessories to create the perfect interior for your elevator adds to your building's value.



KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind



KONE elevators can be equipped with KONE 24/7 Connected Services. This solution allows our teams to predict issues and act before a shutdown occurs. For our customer and building tenants, it means improved reporting and communication on maintenance work with full transparency and ease of mind.



Read more at
kone.us/connected



6. Ensuring Project Success

Project Schedule Overview

This Proposal is conditioned upon KONE's standard installation methodology and all work performed during normal business hours, excluding IUEC (International Union of Elevator Constructors) holidays. The following schedule is proposed:



		KONE's responsibility	By others (not KONE)	Shared responsibility
Preparation of Submittals	4 weeks	From receipt of contract and first payment.		
Contract Review	6 weeks	From receipt of full contract package. All referenced documents required.		
Approval of Submittals	TBD	Mutually agreeable time to incorporate changes to the layout and approve the submittals. Approval of Submittals means notification in writing, by the Customer or Customer's Agent, that all submittals are approved, and manufacturing may commence. All finishes and features are to be confirmed at the time of submittal approval.		
Manufacturing and Delivery	15 weeks	From receipt of submittal approval and an executed contract. KONE's policy is to release equipment to Manufacturing after the contract is fully executed by both parties. Note: KONE's factory has two-week shutdown over the months of July and December. Any manufacturing duration that falls during these months shall add two weeks to the manufacturing time. Delivery times may be extended due to delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, availability of personnel, logistics providers, and supply chains.		
Notice to commence on site and site check	2 weeks	Prior to starting the installation, KONE requires a two-week notice to inspect the site to ensure it fulfils the requirements set by		



KONE for commencing installation. Site Check will be performed in the two weeks before installation begins.

Installation	12-13 weeks	Only after the site has passed the Site Check inspection, the installation can start. Duration is per unit. If multiple units need to be installed at the same time, a Foreman will be required at additional cost - based on availability.
Testing and Commissioning	1-2 weeks	Clean 3-phase power, active phone line to the controller, and all life safety provided by others is required prior to testing / commissioning.

Site Preparation

KONE requires the following conditions fulfilled two weeks prior to commencement on site. Please see Bid Attachment "B" / Site Safety Requirements / Work by Others for more detailed site requirements. These conditions will be verified during the site readiness visit.

- 1 Adequate access for delivery of elevator material + clean/dry 21' x 56' storage space per elevator.
- 2 The hoistway, pit, and machine room must be clean, dry, and constructed per the approved KONE final layout drawings. Any required support for guide rail brackets, divider beams and divider screens from pit floor to the top of the hoistway will be provided by others. Note: bracket support points may be required between floors. The hoistway must be plumb according to tolerances listed on KONE Final approved layout drawings.
- 3 Removable, OSHA approved barricades must be provided around all hoistway openings. Provide and install full entrance protection, made of nylon mesh or reinforced plastic at all hoistway openings per OSHA 1346 1926.502(j). Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.
- 4 Permanent or temporary three-phase and single-phase power of permanent characteristics with disconnect switches.
- 5 A hoist beam and safety beam (furnished by KONE) must be cut to size and installed in the elevator overhead per the approved KONE final layout drawings (hoistbeam capable of supporting the load requirement noted in our shop drawings).
- 6 Applicable work areas must have adequate lighting.
- 7 Finished floor marks must be visible from the hoistway openings at all landings.

Warranty / maintenance



Our Proposal includes 12 months of KONE standard maintenance with KONE 24/7 Connected Services, including regular time callback service.

Under no circumstances shall indicators or predictions from KONE 24/7 Connected Services be cause for immediate services. They shall be addressed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE. The remote monitoring devices are provided to the Customer as part of the Services. Customer gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment. Customer has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICES SET FORTH HEREIN.

The Product Warranty is specified in Bid Attachment A. Installation by KONE of any parts covered under the Product Warranty on parts will only occur while KONE maintains an active maintenance contract. The Product Warranty and Warranty Maintenance commences on the date of acceptance set forth in the Uniform Final Acceptance Form. For long-term reliability, a continuing maintenance agreement is necessary. This Proposal is conditioned upon KONE receiving a ten (10) year KONE Extended Warranty maintenance contract from ownership prior to the date of acceptance set forth in the Uniform Final Acceptance Form.

Price Adjustment

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs between the time the Contract is signed and the date of manufacture for materials, labor, or shipping, as well as increased costs resulting from any change in law or tariffs.

Payment terms

Proposal price is valid with the following payment terms (Payment due date is 30 days net, from the date of KONE's invoices):

30%	Engineering & Site Management
50%	Material
20%	Installation



KONE reserves the right to delay and/or suspend the work, including manufacturing, delivery, installation and/or final turnover of the equipment for non-payment. Prior to equipment turnover, KONE must be paid in full including all change orders, less retention. Additionally, prior to turnover KONE requires a signed Final Acceptance and receipt of a Final Punchlist from all parties. Should you have a requirement other than that shown above; we will be pleased to discuss it with you.

Sourcing

This Proposal is made without regard to compliance with any special purchasing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority/disadvantaged supplier requirements or similar state procurement laws. Should such requirements be applicable to this project, KONE reserves the right to modify and/or withdraw our Proposal.

Confidentiality

Any pictures or images included in this Proposal are for information purposes only. This proposal and all attachments are intended for the exclusive use of the addressee-recipient. This proposal and attachments are proprietary, confidential, and protected by copyright laws of the United States of America and international treaties. Reproducing, copying, disclosing, adapting, publishing, or distributing this proposal or the attachments, in whole or part, is prohibited. Copyright © 2020 KONE Inc. All rights reserved.

Completion

The price is based on KONE completing its work by December 31, 2025, and a material manufacturing start, no later than six months from the date of this Proposal. The standard wage rate is assumed. If KONE's on-site work is not completed in the above calendar year (due to delays by others), you will be responsible for the labor rate increase that occurs on January 1st of each following year.

Storage/delivery/remobilization

This Proposal is based on the site being handed over to KONE in accordance with KONE Site Safety Requirements, per Bid Attachment "B," on the agreed dates. Any changes to such dates are considered a change to the schedule and KONE shall be entitled to an extension of time and to recover all costs related to such changes and an extension of time. If the Site Requirements are not complete, KONE will not deliver the unit equipment to the job site. If KONE is unable to unload at the jobsite on the scheduled date and commence installation immediately, additional costs for off-site storage (\$1,600 / month per unit) and labor for double handling of the materials (\$4,000) shall be paid to KONE via a Change Order. Should KONE be required to demobilize, through no fault of its own, due to any suspension or work stoppage, and after material is delivered to the jobsite a charge of \$4,000 per crew shall be paid to KONE via a Change Order for each remobilization. Customer shall also store and protect the materials and equipment onsite or at a storage facility reasonably acceptable to KONE at Customer's sole risk and



cost. If KONE is not able to commence installation on the agreed upon material delivery date or if KONE's work cannot be performed in an uninterrupted manner, labor may be reallocated to other projects and may not be available to reallocate to this project for several weeks. KONE is not responsible for any delay to the project resulting from labor reallocation because of Site Requirements not being complete by the material delivery date.

Operator time

No operator time is included in this proposal. If the General Contractor or another subcontractor requires access to the shaft or the use of the elevator platform for any reason prior to Final Acceptance, KONE will provide an operator per the standard hourly rate of \$250/hour for straight time or \$500/hour for overtime. Availability of an operator will be determined at the time of the request. KONE's installation schedule shall be extended by the time needed by other trades for access to the shaft.

Hoistway cleaning

KONE is unable to estimate the cleanliness of an elevator hoistway on a construction site, as the amount of debris/dust is dependent on work completed by other trades within the building. As such, KONE has not included any costs for clean down of the elevator shaft but can provide a price if conditions warrant. [N/A]

Other trade work

No additional time or costs (outside of the equipment installation and inspection time) have been included in this proposal for coordination with the life safety system, security system, or any other trades. KONE shall be entitled to an extension of time and / or additional costs incurred by additional time expended for coordination with other trades. [N/A—this is a Turnkey Proposal]

Phone

This proposal includes one standard, hands-free ADA compliant speakerphone per cab. It will automatically dial to a determined location. A KONE Care – Emergency Phone Monitoring or Wireless Phone service agreement must be completed, (either accepting or denying KONE's monitoring service) two weeks prior to final inspection.

Inspections

This Proposal includes one final inspection by the elevator code authority, per elevator, during normal working hours. Prior to scheduling the elevator final inspection with the Authority Having Jurisdiction (AHJ), building life safety including fire alarm and dedicated phone lines for each elevator must be fully operational. If the final inspection fails due to KONE's sole responsibility, KONE shall pay for the cost of re-inspection(s). Should re-inspection be required due to deficiencies by others, you will be responsible for the cost of re-inspection(s). All other testing will be provided for additional cost at normal KONE billing rates. During the final testing, a



representative of the fire-life-safety contractors will be required (at no cost to KONE) while testing the elevators. No overtime has been included in this Proposal.

Changes to the work

KONE shall not be required to proceed with any Customer requested change to its Work ("Extra Work") until such Extra Work is evidenced in a mutually acceptable Change Order and signed by both parties. This includes, but is not limited to, any changes or revisions, accelerations, resequencing, suspension of KONE's schedule of Work or other delays outside of KONE's control. However, should KONE agree to proceed with Extra Work pursuant to a Construction Change Directive or Field Order without a fully executed Change Order, such agreement by KONE is conditioned on the Extra Work being converted promptly to a fully executed Change Order. KONE shall not be obligated to continue performance of Extra Work if the estimated value of unexecuted Change Orders exceeds 10% of the Agreement Price, or if there is a reasonable safety concern, a product limitation, or it is unreasonable to proceed. No action by KONE, including but not limited to KONE performing Extra Work without an executed Change Order, shall be construed to be a waiver of Subcontractor's right to seek payment for the Extra Work performed, or to obtain a Change Order at a later date. Customer shall remain directly liable to KONE for payment for changed or Extra Work ordered by the Customer for delays caused by Customer or others subordinated to Customer.



7. Proposal Acceptance

We have read in full and accept the content of this Proposal and all attachments.

Project Name: Cherry Street Ramp South Elevator Replacement

Proposal No: T-0007309835

Site Address: 202 Cherry Street Green Bay, Wisconsin

Total Sales Price: \$493,000.00

Customer

CITY OF GREEN BAY

Date

Signature

Printed name



Appendix 1: Bid Attachment “A” / KONE Inc. General Terms and Conditions (Modernization)

1. APPLICATION OF THESE TERMS

The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the “Proposal”).

2. SPECIAL PURCHASING REQUIREMENTS

This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

3. PROPOSAL CONDITIONS

The Proposal shall be open for acceptance within the period stated in the Bid Letter or, when no period is stated, for a period of 30 days from the date of the Bid Letter. Prior to commencing manufacture of the equipment described in the Bid Letter (“Equipment”), KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE’s letter specifying the ship date (“Ship Date Letter”) signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

4. PAYMENT TERMS

Payment of the total Price is due within 30 days from invoice date, as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract;
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center;
- 20% of the Price for Equipment installation,

5. INSTALLATION

Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. Where KONE’s scope of work or other responsibilities include the obligation to utilize materials and/or finishes resembling or identical to those pre-existing in the building, KONE shall use reasonable efforts to procure such materials and Customer acknowledges and accepts that the materials and/or finishes reasonably available may not be in all respects identical to those pre-existing in the building. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements (“Site Requirements”), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE’s materials, KONE shall conduct a standard visual site survey to verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation.

KONE’s site survey may include, but is not limited to, inspection of site access, working and safety conditions on site, wear and tear of any existing structures or surfaces, and planning of any dismantling or removal of existing equipment, components and materials, where applicable. KONE shall not be deemed to have surveyed any hidden structures, latent defects, subsurface conditions, or other non-visible matters, including but not limited to searching for hazardous substances and/or materials, which shall be subject to Section 16. If KONE’s site survey reveals any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with: labor reallocation, re-directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable.



billable and due at the billing cycle following the start of installation.

KONE imposes a surcharge for payments made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the Customer at the payment portal. KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third-party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys' fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first. If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

Additionally, the Customer is solely responsible for ensuring that the equipment maintenance contractor, if not KONE, does not disturb, delay or interfere with KONE's work. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by

KONE's work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE's standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE's control, Customer shall store the Equipment at Customer's cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization. KONE shall not be required to perform overtime or any Customer directed change to its work ("Extra Work") without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE's right to seek payment for Extra Work performed.

KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in- place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages.

In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

11. LIMITED WARRANTY

For one (1) year after the acceptance date set forth in



Customer to other trades.

6. TEMPORARY USE

Temporary use of certain types of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE's Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in "like new" condition.

7. HAZARDOUS MATERIALS

KONE's work shall not include any abatement or disturbance of asbestos-containing material (ACM), presumed asbestos-containing materials (PACM) or other hazardous materials (i.e., lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required for KONE to perform its work shall be the customer's sole responsibility and expense. Prior to the execution of the contract, the owner and/or the general contractor are responsible for providing written notification to KONE of the existence of HazMat in any location where KONE's work will be performed. Should the customer require elevator personnel to position/reposition the elevator equipment to allow the customer's abatement company to perform abatement work, KONE will present a separate proposal for additional work to the customer.

8. TITLE AND RISK TO EQUIPMENT

Title to and ownership of all Equipment intended for incorporation in KONE's work, whether installed or stored on or off site, shall remain with KONE until final payment is made. Risk of loss in KONE's work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE's expense.

9. TURNOVER

the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor.

12. INDEMNIFICATION

KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use ("Claims") due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

13. INTELLECTUAL PROPERTY

KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE



Prior to turnover, KONE must receive a final punch list. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manuals, which are only in English, with CD-ROMs in electronic format, if applicable, upon execution of the Uniform Final Acceptance. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

10. DELAY

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God.

14. INSURANCE

In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs, insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

15. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including,

for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent.

18. TERMINATION

If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

19. GOVERNING LAW AND DISPUTE RESOLUTION

The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

20. PRICE ADJUSTMENT

If the materials are manufactured more than twelve months after the Contract date, KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs between the time the Contract is signed and the date of manufacture for materials, labor, or shipping. Further, KONE shall be entitled to an equitable adjustment in the Price for any increase in costs resulting from any change in law or



but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

16. CONCEALED OR UNKNOWN CONDITIONS

If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

17. TECHNICAL SURVEY

KONE's Price and obligations under this Proposal are subject to a technical survey to be performed on Customer's existing units within 90-days of the effective contract start date. If a safety hazard or code violation is identified during KONE's technical survey, Customer shall immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the unit. If additional work is necessary, KONE shall provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Proposal/contract without penalty.

tariffs.

21. 24/7 EMERGENCY VIDEO COMMUNICATIONS

Applicable only for projects where KONE 24/7 Emergency Video Communications is included: The KONE 24/7 Emergency Video Communications contract addendum and General Terms and Conditions for KONE Digital Services must be signed by the Building Owner. This contract addendum requires the Building Owner to pay a fee for audio, video, and data connectivity. This payment obligation, among other provisions, survives termination of any maintenance agreement.

22. MISCELLANEOUS

This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.



Elevators Escalators

May 3, 2024

Trista Hobbs

City of Green Bay
Department of Public Works

KONE Inc.
5801 S. Pennsylvania Ave
Cudahy, WI 53110
Tel (262) 373-0460
Fax (414) 483-3133
www.kone.us
steve.showers@kone.com

South Elevator 1 Replacement Summary and Clarifications

- ☐ KONE's firm proposal is Turnkey—including costs for related building trades work and engineering costs required for a full elevator replacement
- ☐ Local Green Bay Subcontractors we intend to use:
 - Northern Electric and Zeize Construction
- ☐ Turnkey pricing breakdown can be found on Page 2 of the KONE Proposal
- ☐ Elevator Cab Interior Preliminary Design—includes a Glass Rear Wall and new Wall Panel Finishes commonly found in Parking Ramp elevators; using KONE Standard design
- ☐ Signal Fixtures/Push Button Design: Vandal-Resistant Design
- ☐ Schedule Notes/Estimated Durations from receipt of contract:
 - 20-24 Weeks: Detailed laser field surveys, Design, Fabrication, Delivery
 - 12-13 Weeks: Demo existing/Install New



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

MEETING DATE

May 15, 2024

PREPARED BY

AGENDA ITEM # F.4

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

- a. PARKS 2-24 BAY BEACH WILDLIFE SANCTUARY PARKING LOT EXPANSION – Ph I

BACKGROUND

Due to the intended bidding schedules, anticipated construction timelines, and the schedule of Committee and Council Meetings, it is necessary for the project's to begin as soon as practical.

RECOMMENDATION

To approve the Department of Public Works to award the listed contract's at staff level and report the award at the next Improvement and Services Committee Meeting following the contract award.

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 15, 2024

PREPARED BY

AGENDA ITEM # F.5

Consideration with possible action on request by Department of Public Works to review and approve the award of BRIDGE 2-24 PAINTING (B-5-141, B-5-154, B-5-275) to Zenith Tech, Inc. in the amount of \$374,500.00.

BACKGROUND

RECOMMENDATION

Public Works recommends award to the lowest bidder, Zenith Tech, Inc.

FISCAL IMPACT

Funds were included in the approved 2024 CIP.

ATTACHMENTS

None



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

MEETING DATE

May 15, 2024

PREPARED BY

AGENDA ITEM # F.6

Report the award of contract RESURFACING 2-24 (INCLUDING SEWER & WATER) to Jossart Brothers, Inc. in the amount of \$3,656,132.60.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 15, 2024

PREPARED BY

AGENDA ITEM # F.7

Report of actions taken by the Department of Public Works.

- A. Granting of Licenses
 - I. Sidewalk Builder
 - a. Total Construction (Joe Mains Concrete)
 - b. Quality Asphalt Green Bay, LLC
 - c. N&L Concrete Construction, LLC
 - d. Paul Conard Construction

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 15, 2024

PREPARED BY

AGENDA ITEM # F.8

Consideration with possible action on request by Department of Public Works to review and approve the award of ESG I-24 SALT SHED MATERIALS to Wheeler Lumber, LLC in the amount of \$142,300.00.

BACKGROUND

The existing salt storage shed suffered structural failure. Due to material lead times and design schedule, this bid is for the materials for the replacement building; construction will be bid separately.

RECOMMENDATION

Award materials contract to lowest responsive bidder.

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 15, 2024

PREPARED BY

AGENDA ITEM # F.9

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

a. PARKS X-24 LEICHT PARK SHELTER

BACKGROUND

The existing salt storage shed suffered structural failure. Due to material lead times and design schedule, this bid is for the materials for the replacement building; construction will be bid separately.

RECOMMENDATION

Award materials contract to lowest responsive bidder.

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 15, 2024

PREPARED BY

AGENDA ITEM # G.I

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None