



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, JUNE 19, 2024, 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. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/82206544400?pwd=NDdlbm5zNUhBWVU5ckIzMjZ2QT09>

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. Approval of the Agenda.

D. Approval of Minutes.

E. Regular Business.

1. Consideration with possible action on request by Ald. Johnson and Ald. Hutchison to evaluate on-street parking along Washington Street between Cherry Street and Northland Avenue, including but not limited to parking on both sides and/or diagonal parking.
2. Consideration with possible action on request by Ald. Wery to evaluate program effectiveness and possible changes to “No Mow May”.
3. Consideration with possible action on request by Ald. Wery for (I) a staff report/presentation of their trip to Detroit to observe the 2024 NFL Draft in preparation

for Green Bay hosting the 2025 NFL Draft; and (2) to maintain a monthly agenda item regarding the 2025 NFL Draft to include updates and discussion for any potential changes or action by City Council.

4. Consideration with possible action on request by Department of Public Works to retain consultant services for survey-related services due to the retirement of the Right-of-Way Specialist.
5. Consideration with possible action on request by Department of Public Works to review and approve entering into a cooperative purchasing agreement with Garland/DBS, Inc. for removal and replacement of the Preble Park shelter roof.
6. Consideration with possible action on request by Department of Public Works to review and approve entering into a sole source contract with EnergiTech Services for replacement of underground fuel tanks at the East and West Side Municipal Garages.
7. Consideration with possible action on request by Department of Public Works to award contract WSG 2-24 MASONRY REPAIRS at a staff level and report the award at the next Improvement & Services Committee meeting.
8. Consideration with possible action on request by Department of Public Works to review and approve the award of sole source contract 2024 Ray Nitschke Controls Programming to Faith Technologies, Inc. in the amount of \$48,287.00.
9. Consideration with possible action on request by Department of Public Works to review and approve the award of contract BRIDGE 4-24 (SCOUR, REPAIR, AND RIP RAP RESTORATION P-5-715 HENRY STREET) to Advance Construction, Inc. in the amount of \$244,132.00.
10. Report the award of contract SEWERS 1-24 CITY WIDE SEWER REPAIRS to Vinton Construction Company in the amount of \$1,323,840.65.
11. Report the award of contract ASPHALT PAVING 2024 to Northeast Asphalt, Inc. in the amount of \$396,602.50.
12. Report the award of contract PAVEMENT 3-24 HOWARD STREET, S. OAKLAND AVENUE, & SCHOOL PLACE RECONSTRUCTION & SEYMOUR PARK WEST STORMWATER FACILITY to Vinton Construction Company in the amount of \$5,141,937.33.
13. Report of actions taken by the Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

- a. Muniz Concrete, LLC
- b. Spencer Concrete
- c. American Custom Concrete, LLC

F. Informational.

1. Director's Report on recent activities of the Public Works Department.
2. The next Improvement & Services Committee meeting is scheduled for July 24, 2024.

G. Public Hearings.

H. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Improvement and Services Committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.



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

MEETING DATE

June 19, 2024

PREPARED BY

AGENDA ITEM # E.1

Consideration with possible action on request by Ald. Johnson and Ald. Hutchison to evaluate on-street parking along Washington Street between Cherry Street and Northland Avenue, including but not limited to parking on both sides and/or diagonal parking.

BACKGROUND

Downtown business owners have approached alders expressing concern for the loss of parking when development replaces the existing Adams Street surface parking lot. The alders request that staff look at options for the 200 and 300 blocks of N. Washington Street to help offset the loss of surface lot spaces.

RECOMMENDATION

Refer to staff for study.

FISCAL IMPACT

None

ATTACHMENTS

1. 2024-05-20 Dist 9 to TBP
2. 2024-05-31 Dist 8 to I and S

Online Form Submittal: Alders' Petitions and Communications

noreply@civicplus.com <noreply@civicplus.com>

Wed 5/29/2024 1:31 PM

To: Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>; Eric Genrich <Eric.Genrich@greenbaywi.gov>; Amaad Rivera <Amaad.Rivera@greenbaywi.gov>

Alders' Petitions and Communications

Name	Brian Johnson
Committee Name	Traffic, Bicycle, and Pedestrian Commission
Text of Communication	Joint Communication from Alders Brian Johnson and Jim Hutchison For consideration and possible action to evaluate on street parking along Washington Street between Cherry Street and Northland Avenue, including but not limited to parking on both sides and/or diagonal parking.

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Alders' Petitions and Communications

noreply@civicplus.com <noreply@civicplus.com>

Sat 6/1/2024 12:22 AM

To: Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>; Eric Genrich <Eric.Genrich@greenbaywi.gov>; Amaad Rivera <Amaad.Rivera@greenbaywi.gov>

Alders' Petitions and Communications

Name	Chris Wery
Committee Name	Improvement and Services Committee
Text of Communication	Request by Alderman Wery to review, with possible action, 'No Mow May'. Has the program worked as expected? Are other more effective alternatives available? If the program continues, consider reinstating enforcement action on non-participating properties during the month of May. Respectfully submitted, Alderman Chris Wery **Please disregard my previous request regarding this topic. Use this one.

Email not displaying correctly? [View it in your browser.](#)



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

MEETING DATE

June 19, 2024

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on request by Ald. Wery to evaluate program effectiveness and possible changes to “No Mow May”.

BACKGROUND

The City of Green Bay implemented a “No Mow May” program in 2022 in an effort to increase habitat for early season pollinators and to provide the foundation for a healthy lawn throughout the growing season.

RECOMMENDATION

Refer to staff for study.

FISCAL IMPACT

None

ATTACHMENTS

None



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

MEETING DATE

June 19, 2024

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on request by Ald. Wery for (1) a staff report/presentation of their trip to Detroit to observe the 2024 NFL Draft in preparation for Green Bay hosting the 2025 NFL Draft; and (2) to maintain a monthly agenda item regarding the 2025 NFL Draft to include updates and discussion for any potential changes or action by City Council.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 19, 2024

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on request by Department of Public Works to retain consultant services for survey-related services due to the retirement of the Right-of-Way Specialist.

BACKGROUND

With the retirement of the Right-of-Way Specialist, certain functions regarding legal descriptions, easements, and legal documents can no longer be produced using in-house staff. The Department of Public Works proposes to bring consultants on-board to assist with the services that were previously completed by the Right-of-Way Specialist, until a replacement can be hired. The Department of Public Works has proposed a budget amendment to transfer \$40,000 of Regular Salaries attributed to the Right-of-Way Specialist to Contractual Services to fund the contracted work. At this time, staff has been in contact with Mach IV Engineering & Surveying, LLC, Robert E. Lee & Associates, Inc., and Ayres Associates to assist with this work. DPW may engage additional consultants if we find that workload exceeds what the consultants can handle.

RECOMMENDATION

To execute professional services agreements with Mach IV Engineering & Surveying, Robert E. Lee & Associates, Inc., and Ayres Associates for survey-related services previously handled by the Right-of-Way Specialist until a replacement can be hired.

FISCAL IMPACT

None

ATTACHMENTS

- I. PSA Template Modified 04.14.22 - DPW

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF GREEN BAY AND CONSULTANT

Project: **[Insert Project Name]**

THIS AGREEMENT is made this _____ day of _____, 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 **[Insert name of consultant]** (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 **[Insert dollar amount]** 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 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 unless liability results from the sole negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant will indemnify and hold harmless 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.

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 the 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 [Insert date]), Consultant's Quotation (dated [Insert date]), 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 _____, 20____(which is the Effective Date of the Agreement).

All schedules are to be strictly met.

SIGNATURES BELOW

CITY

Signature: _____

Name: _____

Title: _____

Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Date: _____



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

MEETING DATE

June 19, 2024

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on request by Department of Public Works to review and approve entering into a cooperative purchasing agreement with Garland/DBS, Inc. for removal and replacement of the Preble Park shelter roof.

BACKGROUND

Portions of the roof were damaged and blown off during a storm in March 2024. The remainder of the roof needs to be removed and a new roof installed.

RECOMMENDATION

Department of Public Works recommends entering into a cooperative purchasing agreement with Garland/DBS, Inc.

FISCAL IMPACT

Unknown per TH.

ATTACHMENTS

- I. OMNIA Proposal #25-WI-240639 - City of Green Bay - Preble Park - Copy



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Green Bay
Preble Park
471 Skyline Boulevard
Green Bay, WI 54301

Date Submitted: 06/12/2024
Proposal #: 25-WI-240639
MICPA # PW1925

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

- 1.** Remove top layer of steel roofing and corresponding wood sub framing leaving only the original metal roof panel in place.
- 2.** Seal holes in existing roof panel with Trowel Grade CPR Seam Sealer.
- 3.** Install 16 ga. sub-framing system directly to the existing purlins.
- 4.** Install fiberglass batt insulation filling voids between the panels, setting over the existing metal panel system.
- 5.** Install Panel Clips and R-Mer Span 16" wide 24 gauge Standing Seam Roof Panel to the roof framing with clips set on each purlin spaced 60" o.c.
- 6.** Install pipe boots and curb flashings per project details/shop drawings.
- 7.** Install ridge cap, rake and eave details per project details/shop drawings.

Attachment C: Bid Form - Line Item Pricing Breakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.25	Tear-off & Dispose of Debris: SYSTEM TYPE Metal Roofing System - Metal Deck	\$ 3.81	4,500	SF	\$ 17,145.00
14.01.08	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): INSULATION OPTIONS FOR ARCHITECTURAL STANDING SEAM ROOF INSTALLATION OVER SUBSTRATE: INSULATION OPTION: Structural Application Over an Existing Roof Using Steel Furring - Fiberglass Batten Insulation with an R-Value of 20	\$ 6.45	4,501	SF	\$ 29,031.45
14.02.06	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": THICKNESS OPTION: Bare Galvalume Coated Steel or Equal Panel Price - 24 Ga, 18" - 19" Wide Panels	\$ 9.03	4,500	SF	\$ 40,635.00
14.02.09	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": PANEL WIDTH OPTION: Add for 16" - 17" Panel Width - Galvalume Coated Steel or Equal	\$ 0.96	4,500	SF	\$ 4,320.00
14.02.11	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": COLOR OPTION: Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	\$ 1.74	4,500	SF	\$ 7,830.00
14.02.33	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": PANEL INSTALLATION OPTION: Structural Application - At or Above 3:12 Slope - Installed Over Retrofit Framing System	\$ 25.64	4,500	SF	\$ 115,380.00

	Sub Total Prior to Multipliers				\$ 214,341.45
22.19	MULTIPLIER - ROOF SIZE IS GREATER THAN 3,000 SF, BUT LESS THAN 5,000 SF Multiplier is applied when Roof Size is greater than 3,000 SF, but less than 5,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a smaller roof area resulting in fixed costs being a larger portion of the overall job costs	30	214,341.45	%	\$ 64,302.44
	Total After Multipliers				\$ 278,643.89

Base Bid Total Maximum Price of Line Items under the MICPA: **\$ 278,644**

Proposal Price Based Upon Market Experience: **\$ 214,799**

Garland/DBS Price Based Upon Local Market Competition:

1 Oshkosh Industrial Roofing	\$ 214,799
2 Modern Builders	\$ 250,738
3 Northern Metal & Roofing Inc.	\$ 322,558

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Plumbing, Mechanical, Electrical work is excluded.
2. Masonry work is included to which it obtains to the scope of work.
3. Interior Temporary protection is excluded.
4. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

John Petersen

John Petersen
Garland/DBS, Inc.
(216) 302-3777



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

MEETING DATE

June 19, 2024

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action on request by Department of Public Works to review and approve entering into a sole source contract with EnergiTech Services for replacement of underground fuel tanks at the East and West Side Municipal Garages.

BACKGROUND

The fuel tanks are beyond their usable life and in jeopardy of failing. For insurance and environmental reasons, they need to be replaced.

RECOMMENDATION

Department of Public Works recommends entering into a sole source contract with EnergiTech Services (formerly U.S. Petroleum).

FISCAL IMPACT

Funds were included in the approved 2023 CIP.

ATTACHMENTS

1. GB DPW East New Tanks_TB104096AB
2. GB DPW West New Tanks_TB104095AB-I



Office: (800) 490-4915 Fax: (920) 739-0741

558 Carter Ct 7120 Highland Dr 11225 W Mitchell St 2525 Brennan Ave
Kimberly, WI 54136 Wausau, WI 54401 West Allis, WI 53214 Fort Worth, TX 76106

ETS Customer #

261816

Proposal For

Nathan Wachtendonk

City of Green Bay

519 S Oneida St

Green Bay, WI 54303

Site Address

Green Bay East Side Garage

1820 Mills St

Green Bay, WI 54302

Mobile Phone: (920) 680-6164

Email: nathan.wachtendonk@greenbaywi.gov

PROPOSAL

Proposal Date: June 13, 2024

Proposal Number: TB104096AB

Proposal Expiration: 15 Days from proposal date

Business Consultant: Todd Broeckel
(920) 858-4269

EnergiTech Services (ETS) is pleased to provide a proposal to complete the following scope of work:

Provide and install (2) new underground storage tanks (UST) in-place of (2) existing tanks. New USTs - (1) 12,000 gallon for UL gas, (1) 12,000 gallon diesel. We will upgrade the Automatic Tank Gauging (ATG) system to a Veeder Root TLS450 Plus and utilize the existing Fuelmaster system for this upgrade.

PRE-CONSTRUCTION ACTIVITIES

Included

- ◇ Notify Diggers' Hotline.
- ◇ Obtain related WDATCP tank permit(s) and make notification to the Tank Inspector.
- ◇ Site safety plan, job site meeting prior to starting work.

DISPENSING EQUIPMENT

EXISTING

- (2) Utilize existing Gasboy Atlas electronic dispensers and hose hanging hardware for this project. *See option #1 for new 2024 AtlasX dispensers.*

FUEL MANAGEMENT SYSTEM

EXISTING

- ◇ Existing Fuelmaster FMU will be utilized for this project.

AREA LIGHTING

EXISTING

- ◇ Existing light pole will be utilized for this project. *See option #2 for new LSI 20' high light pole with dual LED light fixture .*

TANK GROUP

\$ 79,660.00

- (2) 8' dia. x 38' long , 12,000 Gallon Xerxes Fiberglass Double Wall Underground Storage Tank. *(Unleaded and Diesel)*
- ◇ Deadmen anchor system for tanks, Includes: deadmen, tank straps and turnbuckles.
- ◇ Freight to site.

PLEASE NOTE:

- ◇ Tanks have a 30 year manufacturer's warranty.

ATG UPGRADE

\$ 21,385.00

All New Components:

- (1) Veeder Root TLS-450Plus console with touchscreen and integrated printer.
- (1) Universal Sensor/Probe Interface Module.
- (1) Universal Input/Output Interface Module.
- (1) Base Compliance Leak Detection for DPLLD.
- (2) PLLD Line Leak Sensors.
- (2) Interstitial Sensors for fiberglass tanks.
- (2) MAG Plus Probe with float kits.
- (4) Sump sensors. (2-dispenser and 2-tank sump)
- (1) Overfill Alarms and Acknowledgement Switches.

PLEASE NOTE:

- ♦ *TLS450Plus can be remotely monitored with a PC, Smart i-Phone or i-Pad Tablet, but this will require a public static IP address from the ISP (Internet Service Provider). The Owner will be responsible for this.*
- ♦ *Facilities looking to add this additional computer access, or mobile applications on phone or tablet devices, contact Veeder Root technical support directly at 800-323-1799.*
- ♦ *A two hour maximum allowance is included to connect the new tank monitor to the Owner's network, if there are any delays from the Internet Service Provider and/or the Network, additional services will be billed on a Time & Material basis.*
- ♦ *Instructor-Lead virtual training provided by Veeder Root.*
 - *Train employees on TLS-450 Plus.*
 - *Available for groups up to 24 attendees*
 - *For inquiries please email: virtualtraining@veeder.com*

TANK MONITOR TRADE-IN

\$ (2,000.00)

- ♦ Credit to Customer for trading in the existing tank monitor. Tank monitor will be returned to the ETS Warehouse.
 - (1) Tank Monitor and (2) Probes

SUBMERSIBLE PUMPS

\$ 5,795.00

- (2) 1-1/2 HP Red Jacket Submersible Pump, variable length (1-DSL/1-UL).
- (2) Control box with capacitor with 115 Vac coil.

TANK COMPONENTS

\$ 9,300.00

- (2) 5-Gallon Defender Spill Containments.
- (2) Non-coaxial drop tubes & overfill valves, caps and adaptors.
- (2) Vapor vent tees.
- (1) Stage II vapor recovery valve and cap for UL gas fill.
- (2) Riser Pipes (fills, vapor recovery).
- (1) 10" x 13' Long monitor well.
- (2) 44" Manways for submersibles.
- (2) 18" Manways for vapor recovery.
- (1) 12" Monitor well manhole cover.

PIPING AND SUMPS

\$ 13,825.00

- (2) 48" Bravo Fiberglass submersible sumps with entry boots.
Located within the submersible sumps:
UL Gas: Submersible Pump, Tank Probe, and Tank Interstitial.
Diesel: Submersible Pump, Tank Probe and Tank Interstitial.
- (2) Bravo Fiberglass dispenser sumps with entry boots.
- (2) EBW Double Poppet Emergency Shear Valves & Stabilizer Bars.
- (1) EBW Emergency Shear Valves & Stabilizer Bars. (DEF)
- (50) Ln. Ft. 1-1/2" APT XP double wall pipe and fittings for product supply lines.
- (40) Ln. Ft. 2" Ameron single wall fiberglass pipe and fitting for vent lines, will connect to the existing vent risers on concrete wall.
- (2) 2" x 12" Stainless steel vent flex pipes.
- ◇ Miscellaneous elbows, nipples, and unions.

PLEASE NOTE:

- ◇ ***New tank vent FRP piping will connect to existing FRP piping underground. The existing vent risers will be reused.***

DEMO, EXCAVATION, BACKFILL AND TANK REMOVAL

\$ 67,850.00

- ◇ Breakout, remove, and dispose of the following concrete:
Tank pad: 86' x 40' x 8" thick (3,440 SQ FT).
Electrical Trench: 6' x 12' x 8" thick (72 SQ FT).
- ◇ Assist with the removal of **Existing Piping and (2) 10K Tanks.**
- ◇ Excavation of tank hole bottom & backfill.
- ◇ Prepare tank hole for new tanks.
- ◇ Trench for new piping and electrical.
- ◇ Backfill & compact stone around tanks & piping and prepare for concrete.
Please note: We plan on utilizing the existing tank fill and excavated material from the new tank hole for fill. The new tanks will require clean imported backfill. An allowance of 665 tons is included in this proposal.

PLEASE NOTE:

- ◇ ***Owner to have New tanks filled for ballast to reduce the risk of tanks floating during construction. If any tank floats after customer receives filling notification, ETS shall not be liable for any damages to equipment, labor and material cost to tanks if floating occurs, costs shall be borne by customer.***
- ◇ ***Site dewatering:*** If needed, dewatering of the tank field during excavation is included but limited to pumping clean water onto adjacent pavement. If unforeseen conditions such as contaminated water are discovered or encountered, additional services will be billed on a time and material basis.
- ◇ ***The existing backfill will be utilized if clean. If soils are contaminated, additional charges will apply.***
- ◇ ***Any additional necessary backfill beyond the included allowance for the tank hole, shelving areas, & trenches of 665 tons due to unforeseen circumstances (contamination, unsuitable soils, third party recommendations / requirements, etc.) will be applicable to additional charges. Price is based on reusing all the existing backfill for the old tank field.***

NEW CONCRETE and COLLISION PROTECTION**\$ 45,995.00**

- ◇ Tank top pad: 86' x 40' – 8" thick (3,440 SQ FT).
- ◇ Concrete islands:
Includes 1 - 4'x18' and 1 - 4'x8', 6" high x 3" deep, raised concrete dispenser islands.
- (8) Provide 6"dia. x 7'-0"L Crash Protection Pipe Bollards. Red-oxide primer paint coating only.
- ◇ Electrical trench pavement restoration: 6'W x 12'L - 8" thick (72 SQ FT).
- (1) Install new concrete light pole base (18" dia. X 7' long, 3' above grade and 4' below grade.
- (8) Install crash protection (6" concrete filled bollards).

PLEASE NOTE:

- ◇ New concrete is figured at 4,500 psi.
- ◇ All concrete pads include 1/2" reinforcement 2' on center.
- ◇ Additional 8" thick concrete will be billed at a rate of \$10.95 per a SQ FT.

ELECTRICAL**\$ 22,415.00**

- ◇ Supply and install all new conduit wire from building to dispenser islands and to tanks for the petroleum equipment power.
- (2) Dispensers
- (2) Submersibles
- (1) Fuelmaster FMU
- (2) Tank Probes
- (4) Tank & Dispenser wired containment sump sensors
- (2) Tank Interstitial sensors
- (2) PLLD transducers
- (1) Light Pole
- (1) Tank Monitor upgrade
- (1) Overfill Alarm
- (1) Emergency Stop

TANK CLOSURE SITE ASSESSMENT SERVICES**\$ 3,200.00**

- ◇ Provide engineering services and analytical laboratory services for the closure assessment. Soil samples will be collected and analyzed for contamination of petroleum products. An assessment report in accordance with current requirements by the State of Wisconsin will be provided. Up to 21 samples are included.
- ◇ Provide pre-construction tank hole water testing services. Collect one water sample prior to the scheduled tank closure date and deliver the sample to a licensed analytical laboratory for testing of fuel contamination.

LICENSED UST CLOSURE AND INSTALLATION SERVICES**\$ 43,275.00**

- ◇ State WDATCP petroleum tank permit fees and permit drawings.
- ◇ Notify Inspector(s) schedule a pre-construction meeting.
- ◇ Remove (2) existing dispensers and (1) Fuelmaster FMU. Set aside to be reinstalled.
- ◇ Drain the existing tanks and lines.
- ◇ Remove existing underground tanks (as noted in Excavation Section).
- ◇ Clean (2) existing tanks on site.
- ◇ Provide licensed disposal of (4) drums of tank sludge. ***This proposal assumes a maximum of (2) 55 gallon drums per a tank for waste. Additional drums will be billed at a rate of \$425.00 per drum.***
- ◇ Complete removal checklist for tank and piping.
- ◇ Provide the necessary crane to install the new tanks.
- ◇ Install new tanks with the necessary fittings.
- ◇ Install new submersible and dispenser containment sumps.
- ◇ Install new piping and air test for Inspector(s).
- ◇ Install vent piping and connect to existing vent risers
- ◇ Hydro Testing of the containment sumps.
- ◇ Test piping and sumps for Inspector(s).
- ◇ Reinstall (2) dispensers.
- ◇ Calibrate dispensers, notify & report to the State.
- ◇ Provide a Precision Tank and Line Tightness Test by Third Party.
- ◇ Initial startup and inspection of all new equipment.

SUBTOTAL FOR THE ABOVE PROPOSAL	\$	310,700.00
APPLICABLE SALES TAX (T & WT)	Exempt	
TOTAL FOR PROPOSAL	\$	310,700.00

Attached terms and conditions apply.

PRICING ADDER - OPTION #1:

- ◇ Provide and install (2) new 2024 Gasboy AtlasX **gas and diesel** dispensers. Description - Gasboy 9853GX TW1-electronic high flow (factory rated up to 22 GPM) dispensers, single product, two-hose, 1" outlets, internal 10 micron filter, product id, commercial gallons only computers with lighted bezel, stainless steel (SS) sides, SS doors, aluminum base, pulse output to work with Fuelmaster. We will supply new hose hanging hardware and hose retractors to match existing dispensers. Gasboy dispenser mounted high-hose retractors with hose-hanger. This option also includes a trade-in credit of \$1,500.00 each for the (2) existing dispensers. New Gasboy dispensers have manufacturer's 1 year parts and labor warranty included.

Add to base bid: **\$25,060.00.**Please sign here if accepting adder **Option #1:** _____**PRICING ADDER - OPTION #2:**

- ◇ Provide and install a new LED light pole. Dual 18L LED with a 20' bronze pole.

Add to base bid: **\$2,325.00**Please sign here if accepting adder **Option #2:** _____

UNIT PRICING ADDER - OPTION #3:

- ◇ Provide and install additional clean imported backfill @ \$23.88 per a Ton.

UNIT PRICING ADDER - OPTION #4:

- ◇ Provide additional services for demo and disposal of additional 8" thick concrete pavement @ \$4.75 per a SQ FT.

UNIT PRICING ADDER - OPTION #5:

- ◇ Provide and install additional 8" thick concrete pavement @ \$10.95 per a SQ FT.

UNIT PRICING ADDER - OPTION #6:

- ◇ Provide services for site remedial action. Provide excavation, stockpiling, protection (plastic and banking) for rain erosion, and backfilling of void for fuel contaminated soil @ \$60.00 per CU YD.

UNIT PRICING ADDER - OPTION #7:

- ◇ Provide services for licensed trucking of fuel contaminated soil from job site to the Whitelaw, WI landfill @ \$25.00 per a Ton. Includes loading and staging site clean-up. Does not include any testing services or the landfill fees.

PROPOSAL NOTES:

- ◇ Proposal based on working from 7:30am - 4:00pm, Monday through Friday.
- ◇ Project based on normal underground conditions, non-contaminated conditions.
- ◇ If any installation or delivery delays are encountered due to unexpected site conditions, a change order may be required to offset labor cost.
- ◇ Installation will be done on parts and labor availability basis.

ITEMS NOT INCLUDED WITH THIS PROPOSAL:

- ◇ Local permits, i.e., city, town, county, special exemptions.
- ◇ Any equipment, material, or services not listed in the above scope of work.
- ◇ Winter Conditions (i.e. frost, heated concrete, snow / ice removal, etc.).
- ◇ All work related to site remediation, including but not limited to: Handling of contaminated soils or hazardous waste and dewatering of the site, which would include pumping of contaminated excavation water.
- ◇ All work related to plumbing work, landscaping work, and replacement of fencing / guardrails.
- ◇ Rerouting or moving of overhead wires during construction.
- ◇ Price does NOT include **shoring** of the tank hole.
- ◇ Demolition of existing building, retaining wall(s), or other existing components not listed within the proposal.
- ◇ Resurfacing other than as described in proposal is by others.
- ◇ Supply and installation of new safety signage and fire extinguishers with boxes (Reuse the existing).

Thank you for considering EnergiTech Services for your service and equipment needs.

TOTAL FOR THE ABOVE PROJECT \$ 310,700.00

Proposed Payment Terms:

1/3	Payment due Net 10 days from Contract Signing Date .
1/3	Due prior to the start of onsite construction work .
Balance	Invoiced upon completion. Payment due Net 10 days from Project Completion Date . "Balance" is subject to change orders or additional charges.

Terms are subject to credit approval.

***This proposal may be withdrawn by
EnergiTech Services if not accepted in: 15 Days from proposal date***

This Proposal is subject to the terms and conditions set forth herein, as well as the attached Standard Terms and Conditions (collectively, this Proposal and the Standard Terms and Conditions shall hereafter be referred to as the "Agreement").

If EnergiTech Services is required to perform under different terms and conditions, a change order may be required.

CUSTOMER ACCEPTANCE OF PROPOSAL

The prices, specifications, terms and conditions as set forth above and attached are satisfactory and hereby accepted as the Agreement. EnergiTech Services is authorized to do the work as specified. Payment will be made as outlined above and in the attached Standard Terms and Conditions.

The undersigned individual, who is either a principal of the Customer or a sole proprietor, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by EnergiTech Services from time to time as may be needed, in the credit evaluation process.

Customer

EnergiTech Services

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

TERMS & CONDITIONS OF EnergiTech Services LLC

Acceptance of Proposal. The accompanying Proposal, when accepted by Customer, will constitute a contract between EnergiTech Services LLC ("ETS") and Customer, subject to all terms and conditions that follow herein and the approval of ETS's credit manager. Delivery of the materials/equipment herewith, installation of the specified equipment, Customer's acceptance in writing, and/or the issuance of an invoice, constitutes a binding acceptance by the Customer of the proposal herein. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in the Proposal and these Terms and Conditions.

Scope of Work and Payment. All equipment and services shall be provided as set forth in the Proposal. ETS shall be paid for work performed as follows:

1. Terms for services, unless otherwise specified in the Proposal, are 1/3 with signed Proposal, 1/3 at commencement of work, and 1/3 upon receipt of final invoice, with payment terms of net ten (10) days from Customer's receipt of invoice.
2. Terms on the invoice unless otherwise specified in the Proposal, are net ten (10) days from Customer's receipt of invoice.
3. In the event ETS has not received payment for all fees and cost according to the terms of the invoice, Customer agrees to pay a late payment fee on the unpaid invoice balance at the rate of 2% per month commencing upon the expiration of the invoice terms and continuing until paid.
4. Customer also agrees that if payments are not received according to the terms of the invoice, a stoppage in completing a project may occur without ETS incurring any nonperformance or other legal liability.
5. Customer agrees to pay all costs incurred by ETS in enforcing the terms of this Agreement, including but not limited to, costs of its collection agency and reasonable attorney's fees.
6. Credit card payments are subject to 3% card processing fees.

Prices. Prices quoted are expressly contingent upon all conditions being observed, represented, and warranted at the time of bid. Prices quoted cover only those items which are specifically set forth in the Proposal. All other items will be billed to Customer on a time and materials basis. The prices quoted are for acceptance within fifteen (15) days of the date of Proposal, unless otherwise specified, and are subject to change without notice after that date. Prices quoted do not include soil analysis or clean-up of contamination, unless specifically stated. Labor, materials, and outside services for electrical, concrete, blacktop, excavating or sewer work, and such work not included in the Proposal unless specified. Additionally, required local permits are not included in the Proposal unless specified. Prices quoted on equipment and repair parts are subject to federal, state, and municipal taxes and licenses, which may be in effect, or which may be imposed prior to the actual shipment of materials and equipment. All such taxes and license costs are the responsibility of Customer.

Delivery. ETS will endeavor to maintain delivery dates and schedules but cannot guarantee them. ETS shall not be liable for any costs or damages of Customer under this provision, including, but not limited to, loss of profits or business.

Limited Warranty. All materials and equipment, whether new or used, are purchased "AS IS" from ETS. Products sold may be warranted by the manufacturer of the product but only to the extent of warranty offered by the manufacturer. Unless specifically stated in the Proposal, Customer shall register the equipment with the manufacturer. Any manufacturer warranties existing on new equipment furnished as part of the Proposal are passed through from ETS to Customer according to each manufacturer's policy, and in such cases, Customer's warranty shall be limited to that provided by the manufacturer(s). Ordinary use; wear and tear; or damage from abuse, neglect, accident, misadjustment, or failure by Customer to maintain equipment properly is excluded from coverage.

For a period of one (1) year from the date of completion of the project, ETS will at its sole discretion, install any equipment or materials covered by a manufacturer's warranty. If an item(s) is not covered by manufacturer's warranty, Customer may at its sole cost, pay for the equipment and materials and ETS (at its sole discretion) will install at no charge to the Customer. This labor warranty from ETS is null and void in the event the Customer or third party performs subsequent work on the equipment installed or repaired by ETS.

CUSTOMER AGREES TO RELEASE, INDEMNIFY, HOLD HARMLESS, AND DEFEND ETS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, AND CAUSES OF ACTION AT LAW OR EQUITY FOR LOSS, DAMAGE, INJURY OR DEATH TO PERSONS AND PROPERTY, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL CONTAMINATION, LEAKS, SPILLS, RELEASES, OR DISCHARGES BY WHATSOEVER OR HOWSOEVER CAUSE OR SOURCE, ARISING OR OCCURRING FROM ANY NEW OR USED EQUIPMENT RECEIVED FROM BY CUSTOMER FROM ETS.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT AND SERVICES DESCRIBED IN THE PROPOSAL.

Limitation of Liability. ETS shall be liable only for damages that are the sole negligence of ETS and that ETS's total liability (if caused by ETS's sole negligence) shall not exceed \$50,000.00, or the total fees payable to ETS for the particular project, whichever is less. ETS shall not be liable for any special, punitive, incidental, or consequential damages (including without limitation, loss of profits or income, loss of use of property, business interruption, cost of replacing goods or services, or third party claims).

Any claims, demands, or cause of action against ETS arising from or related to in any way to the Proposal, or to work, services, or goods or products provided by ETS pursuant to the Proposal, must be brought within one (1) year from the date the work, service or provision of goods or products has been completed.

Compliance with Laws. Environmental compliance is Customer's responsibility. Its failure to comply strictly with applicable federal, state or local requirements, rules and/or regulations (including but not limited to those applicable to notice) shall completely void all warranties of ETS. Customer agrees to hold ETS harmless from and indemnify and defend against any claims or liability relating to Customer's failure to comply strictly with any federal, state or local requirements, rules and/or regulations (including but not limited to those applicable to notice). All TSSA (Tank-System Site Assessment) documentation is to be reported on part A & B of the Department's Tank System Service and Closure Assessment. All original TSSA report documents (scaled drawing of the site, layout showing sample locations and excavations, lab reports, photos and parts A & B of form TR-WM-140) will be sent to the Environmental Program Associate in the corresponding DNR regional office upon completion of the report.

Insurance/ownership/registration. Customer is responsible for maintaining (or ensuring that the owner of the property maintains if Customer is not the owner), evidence of ownership of the property on which the Project is taking place, insurance on the property and equipment purchased from ETS, and registration of any such equipment as may be required to comply with any local, state and federal laws, regulations or industry standards.

Termination. ETS may, without prejudice to any right or remedy, terminate its relationship with Customer and suspend all work or delivery of goods upon notice to Customer.

Unforeseen Conditions. If unforeseen conditions arise that affect the scope of services, time for performance, or the risk involved, ETS shall notify Customer. ETS may then, at its sole discretion, modify the scope of work,

modify the price, stop work until arrangements satisfactory to ETS have been made, or terminate the services by notifying Customer in writing. ETS shall be entitled to compensation for its services performed through the time of termination. If abnormal soil conditions or weather conditions or other unforeseen conditions result in additional cost, those additional costs will be billed on a time and materials basis.

Jurisdiction and Venue. Customer agrees that this Proposal shall be governed by Wisconsin law and jurisdiction and venue will be the Outagamie County District Court of Wisconsin, or the Federal District Court Eastern District of Wisconsin (Green Bay Division).

Waiver of Right to Jury Trial. ETS AND CUSTOMER WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE PROPOSAL OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS PROPOSAL. ETS AND CUSTOMER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTION CONTEMPLATED HEREBY. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Utilities and Underground Structures. ETS will take reasonable precautions to avoid damage to utilities or other underground structures. Customer shall indemnify, defend, and hold ETS harmless for any damage to utilities or underground structures, and from any claims, liability, or damages resulting from utilities or underground structures that were not properly called to ETS's attention. Such indemnity shall include payment of litigation costs, expert's fees, and attorney's fees incurred by ETS.

Duties of the Customer. Customer warrants that it has disclosed all adverse or unfavorable site conditions which may affect this Proposal. Customer represents and warrants that all information provided to ETS is complete and accurate. Customer represents and warrants it has and will comply with all applicable local, state, and federal laws. Customer shall protect the site against damage, injury, or loss and shall carry insurance in an amount sufficient to cover replacement values, naming ETS as loss payee and additional insured. Customer is responsible for providing Builder's Risk insurance coverage. Customer is responsible for providing liquid ballast for filling underground storage tanks immediately upon setting the tanks during excavation. ETS shall not be liable for damage to the ballast, including without limitation, damage due to contamination or loss of product. Customer shall keep accurate, daily inventory records on products stored in tanks, lines, and dispensing equipment and shall promptly notify ETS of all shortages or losses. Precision testing procedures performed on any portion of the underground storage tank systems are designed to detect leaks and ETS shall not be responsible for any contamination resulting from spills or releases which may occur before, during or after such tests.

PCI/EMV /Security Standard Requirements. This Proposal may include components to assist with implementing a program to maintain compliance with PCI security standard requirements, but may not provide the entire solution. Additional items such as software, network gateways, and secure routers may be needed to provide full compliance. Periodic inspection of devices and components, along with tracking these assets, and ensuring a secure network with limited access is also an important part of maintaining compliance with the standards. If additional components, software or equipment are required, those additions will be billed on a time and materials basis along with the labor necessary to install, program and setup. Components supplied by the Customer must be approved prior to scheduling upgrades. ETS does not guarantee compliance as compliance with the PCI security standard is the sole responsibility of the owner/operator of the facility. **CUSTOMER AGREES TO RELEASE, INDEMNIFY, HOLD HARMLESS, AND DEFEND ETS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, AND CAUSES OF ACTION AT LAW OR EQUITY ARISING OR OCCURRING FROM THE REMOVAL AND DISPOSAL OF CUSTOMER'S EQUIPMENT.**

Hardware/software compatibility. In connection with this Proposal, the parties assume that any fueling system hardware and software supplied by Customer is inherently compatible and required only routine start-up programming. If on start-up, it is discovered that the hardware and/or software is not compatible or has innate deficiencies that require additional configuration or upgrading, ETS shall be entitled to full payment of the Contract Price under the Proposal including any extra charges to complete changes to customer equipment.

Digging/excavating clause. Digging and excavating quotations are based on normal soil conditions. Should any digging or excavating be included in the ETS Proposal, and any heavy rock, shale, water frost or unusual doffing be encountered, the Proposal price shall be increased at ETS's normal labor hourly rate except that any outside contract work required shall be charged at ETS's cost plus its customary administrative charge. In the event of cave-ins, and the necessity to shore or slope hole, all associated cost with the removal of the excess soil and replacement with either sand or gravel will be considered an extra and all such cost shall be borne by Customer. In the event underground structures, cables, conduit, debris, rick, water, utilities, or running same are encountered, destroyed or damaged during the performance of the work, ETS shall not be held responsible, and Customer shall indemnify and save harmless ETS and its contractors, agents and employees from all suits, actions, or claims brought about by such encounter, destruction or damage. Should dewatering be required, the ETS shall not be responsible for disruption of adjacent backfill materials whether known or unknown at the time of excavation, repairs to paving, concrete, structures shall be borne by Customer. ETS is not responsible for removal/disposal of waste water if de-watering of the sump is necessary. Finished grades are to be established and verified by Customer.

Tank Floating Clause. Customer shall fill all underground storage tanks installed by ETS with liquid for ballast immediately upon notification from ETS that a tank(s) has been set into an excavation ("filling notification"). ETS shall not be responsible for any contamination or loss of product used for ballast. If any tank floats after Customer receives filling notification, ETS shall not be liable for any damages to equipment, and labor and materials cost to reinstall tanks, if floating occurs, costs shall be borne by Customer.

Cold weather Concrete. In the event that concrete is poured during cold weather, ETS is not responsible for chipping, cracking, or Spaulding of concrete, due to cold weather pours. Furthermore, ETS is not responsible for additional cost of heated concrete, unless otherwise specified in the contract. It is highly recommended that salt or any chemical based deicer is NOT used for a period of at least 24 months after installation to prevent concrete related problems.

Notice of Lien Rights. As required by the Wisconsin construction lien law, ETS hereby notifies owner/customer that persons or companies performing, furnishing, or procuring labor, services, materials, plans or specifications for the construction on owner's/customer's land may have lien rights on owner/customer's land and buildings if not paid. Those entitled to lien rights, in addition to ETS are those who give the owner/customer notice within sixty (60) days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner/customer probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. ETS agrees to cooperate with owner/customer and owner's/customer's lender, if any, to see that all potential lien claimants are duly paid. This notice is given for purpose of identification, and is not a claim to you or your lender for payment.



Office: (800) 490-4915 Fax: (920) 739-0741

558 Carter Ct 7120 Highland Dr 11225 W Mitchell St 2525 Brennan Ave
Kimberly, WI 54136 Wausau, WI 54401 West Allis, WI 53214 Fort Worth, TX 76106

ETS Customer #
261816
Proposal For
Nathan Wachtendonk
City of Green Bay
519 S Oneida St
Green Bay, WI 54303

Site Address
Green Bay West Side Garage
519 S Oneida St
Green Bay, WI 54302

Mobile Phone: (920) 680-6164
Email: nathan.wachtendonk@greenbaywi.gov

PROPOSAL

Proposal Date: June 13, 2024

Proposal Number: TB104095AB

Proposal Expiration: 15 Days from proposal date

Business Consultant: Todd Broeckel
(920) 858-4269

EnergiTech Services (ETS) is pleased to provide a proposal to complete the following scope of work:

Provide and install (3) new underground storage tanks (UST) in-place of (3) existing tanks. New USTs - (1) 12,000 gallon for UL Gas, (1) 20,000 gallon Diesel and (1) 2,500 gallon for DEF. We will upgrade the Automatic Tank Gauging (ATG) system to a Veeder Root TLS450 Plus and utilize the existing Fuelmaster system for this upgrade.

PRE-CONSTRUCTION ACTIVITIES

Included

- ◇ Notify Diggers' Hotline.
- ◇ Obtain related WDATCP tank permit(s) and make notification to the Tank Inspector.
- ◇ Site safety plan, job site meeting prior to starting work.

DISPENSING EQUIPMENT

\$ 19,115.00

- (3) Utilize existing Gasboy Atlas electronic dispensers and hose hanging hardware for this project. *See adder option #1 for new 2024 AtlasX dispensers.*
- (1) Gasboy Atlas 9862KX-Z, cold weather, 1-side, 1-hose DEF dispenser with pulse output, lighted cabinet, stainless steel panels, 11' DEF hose, DEF nozzle without misfill prevention, DEF nozzle breakaway/swivel combo. *See adder option #3 for a second DEF dispenser.*
- ◇ Freight for DEF dispenser.

PLEASE NOTE:

- ◇ New Gasboy dispensers have manufacturer's 1 year parts and labor warranty included.

FUEL MANAGEMENT SYSTEM

\$ 225.00

- ◇ Existing Fuelmaster FMU will be utilized for this project.
- (1) Additional Fuelmaster hose controller for (1) DEF hose.

AREA LIGHTING

EXISTING

- ◇ Existing light pole will be utilized for this project. *See adder option #2 for new LSI 20' high light pole with dual LED light fixture .*

TANK GROUP

\$ 133,298.00

- (1) 10' dia. x 24' long , 12,000 Gallon Xerxes Fiberglass Double Wall Underground Storage Tank. **(Unleaded)**
- (1) 10' dia. x 36' long , 20,000 Gallon Xerxes Fiberglass Double Wall Underground Storage Tank. **(Diesel)**
- (1) 6' dia. x 13'-6" long , 2,500 Gallon Xerxes Fiberglass Double Wall Underground Storage Tank. **(DEF)**
- ◇ Deadmen anchor system for tanks, Includes: deadmen, tank straps and turnbuckles.
- ◇ Freight to Site.

PLEASE NOTE:

- ◇ Tanks have a 30 year manufacturer's warranty.

ATG UPGRADE

\$ 31,784.00

All New Components:

- (1) Veeder Root TLS-450Plus console with touchscreen and integrated printer.
- (1) Universal Sensor/Probe Interface Module.
- (2) Universal Input/Output Interface Module.
- (1) Base Compliance Leak Detection for DPLLD.
- (1) DEF Recirculation software
- (3) PLLD Line Leak Sensors.
- (3) Interstitial Sensors for fiberglass tanks.
- (3) MAG Plus Probe with Float Kits.
- (7) Sump Sensors. (DEF dispenser and tank sump)
- (1) Overfill Alarm and Acknowledgement Switch.

PLEASE NOTE:

- ◇ *TLS450Plus can be remotely monitored with a PC, Smart i-Phone or i-Pad Tablet, but this will require a public static IP address from the ISP (Internet Service Provider). The Owner will be responsible for this.*
- ◇ *Facilities looking to add this additional computer access, or mobile applications on phone or tablet devices, contact Veeder Root technical support directly at 800-323-1799.*
- ◇ *A two hour maximum allowance is included to connect the new tank monitor to the Owner's network, if there are any delays from the Internet Service Provider and/or the Network, additional services will be billed on a Time & Material basis.*
- ◇ *Instructor-Lead virtual training provided by Veeder Root.*
 - *Train employees on TLS-450 Plus.*
 - *Available for groups up to 24 attendees*
 - *For inquiries please email: virtualtraining@veeder.com*

TANK MONITOR TRADE-IN

\$ (2,000.00)

- ◇ Credit to Customer for trading in the existing tank monitor. Tank monitor will be returned to the ETS Warehouse.
(1) Tank Monitor and (3) Probes

SUBMERSIBLE PUMPS

\$ 14,320.00

- (3) 1-1/2 HP Red Jacket Submersible Pump, variable length (2-DSL/1-UL).
- (1) Red Jacket 3/4 HP fixed pressure DEF submersible pump with pressure relief assembly.
- (3) Control box with capacitor with 115 Vac coil.
- (1) DEF Control Box

TANK COMPONENTS

\$ 12,870.00

- (3) 5-Gallon Defender Spill Containments.
- (2) Non-coaxial drop tubes & overfill valves, caps and adaptors.
- (1) Fiberglass drop tube assembly (DEF)
- (3) Vapor vent tees.
- (1) Stage II vapor recovery valves and caps.
- (7) Riser Pipes (fills, vapor recoveries, DSL Probe).
- (1) 10" x 13' Long Monitor Well.
- (3) 44" Manways for submersibles.
- (3) 18" Manways for vapor recovery and DSL probe.
- (1) 12" Monitor Well Manhole.

PIPING AND SUMPS

\$ 31,215.00

- (3) 48" Bravo Fiberglass submersible sumps with entry boots.
Located within the submersible sumps:
No-Lead: Submersible Pump, Probe, Interstitial
Diesel: (2) Submersible Pumps, Interstitial
DEF: Submersible Pump, Interstitial and vent
- (4) Bravo Fiberglass dispenser sumps with entry boots.
- (3) EBW Double Poppet Emergency Shear Valves & Stabilizer Bars.
- (1) EBW Emergency Shear Valves & Stabilizer Bars. (DEF)
- (200) Ln. Ft. 1-1/2" APT XP double wall pipe and fittings for product supply and DEF lines.
- (60) Ln. Ft. 2" Ameron single wall fiberglass pipe and fitting for vent lines, will connect to the existing vent risers on concrete wall.
- (6) 2" x 12" Stainless steel vent flex pipes.
- ◇ Miscellaneous elbows, nipples, and unions.

DEMO, EXCAVATION, BACKFILL AND TANK REMOVAL

\$ 69,265.00

- ◇ Breakout, remove, and dispose of the following concrete:
Tank Pad: 55' x 56' (3,080 SQ FT)
Fuel Pad: 12' x 75' (900 sq. ft.)
Trench: 12' x 50' (600 sq. ft.)
- ◇ Assist with the removal of **Existing Piping and (3) Tanks.**
- ◇ Excavation of Tank Hole Bottom & Backfill
- ◇ Prepare existing tank hole for new tanks.
- ◇ Trench for new piping and electrical.
- ◇ Backfill & compact stone around tanks & piping and prepare for concrete.
Please note: This proposal includes an allowance of 925 tons of clean backfilled truck in. Please note we plan to utilize 40 tons of existing backfill for the tank field.

PLEASE NOTE:

- ◇ **Owner to have New tanks filled for ballast to reduce the risk of tanks floating during construction. If any tank floats after customer receives filling notification, ETS shall not be liable for any damages to equipment, labor and material cost to tanks if floating occurs, costs shall be borne by customer.**
- ◇ **Site dewatering:** Dewatering of the tank field during excavation is included but limited to pumping clean water into the adjacent service garage floor drain. If unforeseen conditions such as contaminated water are discovered or encountered, additional services will be billed on a time and material basis.
- ◇ **Any additional necessary backfill beyond the included allowance for the tank hole, shelving areas, & trenches of 925 tons due to unforeseen circumstances (contamination, unsuitable soils, third party recommendations / requirements, etc.) will be applicable to additional charges. The allowance is based on utilizing 40 tons of existing clean backfill for the tank field.**

NEW CONCRETE and COLLISION PROTECTION \$ 65,320.00

- ◇ Tank top pad: 55' x 56' – 8" thick (3,080 SQ FT).
- ◇ Additional concrete at islands: 12' x 76' – 8" thick (912 SQ FT). Includes 1 - 4'x12' and 2 - 4'x8', 6" high raised concrete dispenser islands.
- ◇ Includes 1 - 12' x 30' x 6" high raised concrete island at the tank fill/spill containments.
- (18) Provide 6"dia. x 7'-0"L Crash Protection Pipe Bollards. (12 at dispensers, 4 at the tank fills and 2 for vent riser supports.) Red-oxide primer paint coating only.
- ◇ Electrical trench pavement restoration: 12'W x 50'L - 8" thick (600 SQ FT).
- (2) Install vent support bollards.
- (16) Install crash protection (6" concrete filled bollards).

PLEASE NOTE:

- ◇ New concrete is figured at 4,500 psi.
- ◇ All concrete pads include 1/2" reinforcement 2' on center.
- ◇ Utilize existing light pole footing.
- ◇ Additional 8" thick concrete will be billed at a rate of \$10.95 per a SQ FT.

ELECTRICAL \$ 34,765.00

- ◇ Supply and install all new conduit wire from building to dispenser islands and to tanks for the petroleum equipment power.
- (4) Dispensers
- (4) Submersibles
- (1) FMU
- (3) Tank Probes
- (8) Tank & Dispenser wired containment sump sensors
- (3) Tank Interstitial sensors
- (3) PLLD transducers
- (1) Light Pole
- (1) Tank Monitor upgrade
- (1) Overfill Alarm
- (1) Emergency Stop

TANK CLOSURE SITE ASSESSMENT SERVICES \$ 4,000.00

- ◇ Provide engineering services and analytical laboratory services for the closure assessment. Soil samples will be collected and analyzed for contamination of petroleum products. An assessment report in accordance with current requirements by the State of Wisconsin will be provided. Up to 21 samples are included.
- ◇ Provide pre-construction tank hole water testing services. Collect one water sample prior to the scheduled tank closure date and deliver the sample to a licensed analytical laboratory for testing of fuel contamination.

LICENSED UST CLOSURE AND INSTALLATION SERVICES**\$ 49,290.00**

- ◇ State petroleum tank permit fees and permit drawings. Owner is to supply EnergiTech with site map showing tank location in relation to all property lines, building(s), road(s), well(s), etc.
- ◇ Notify Inspector(s) have a Pre Construction Meeting on site.
- ◇ Remove (3) existing dispensers and submersibles. Set aside to be reinstalled.
- ◇ Drain the existing tanks and lines.
- ◇ Remove existing underground tanks (as noted in Excavation Section).
- ◇ Clean (3) existing tanks on site.
- ◇ Provide licensed disposal of (6) drums of tank sludge. ***This proposal assumes a maximum of (2) 55 gallon drums per a tank for waste. Additional drums will be billed at a rate of \$425.00 per drum.***
- ◇ Provide licensed recycling of the existing tanks and piping scrap.
- ◇ Complete removal checklist for tank and piping.
- ◇ Supervise Tank Hole Excavation.
- ◇ Provide the necessary crane to install the new tanks.
- ◇ Provide a vacuum truck to remove and save exiting fill.
- ◇ Install new tanks with the necessary fittings.
- ◇ Set new island surrounds and dispenser sumps.
- ◇ Install new piping and air test for Inspector(s).
- ◇ Install vent piping and new risers in green space west of tank pad
- ◇ Hydro Testing of the sumps.
- ◇ Test piping and sumps for Inspector(s).
- ◇ Reinstall (3) dispensers.
- ◇ Install (1) DEF dispensers.
- ◇ Calibrate dispensers, notify & report to the State.
- ◇ Precision Tank and Line Tests by Third Party.
- ◇ Initial startup and inspection of all new equipment.

SUBTOTAL FOR THE ABOVE PROPOSAL \$ 463,467.00**APPLICABLE SALES TAX (T & WT) Exempt****TOTAL FOR PROPOSAL \$ 463,467.00***Attached terms and conditions apply.***PRICING ADDER - OPTION #1:**

- ◇ Provide and install (3) new 2024 Gasboy AtlasX **gas and diesel** dispensers. Description - Gasboy 9853GX TW1-electronic high flow (factory rated up to 22 GPM) dispensers, single product, two-hose, 1" outlets, internal 10 micron filter, product id, commercial gallons only computers with lighted bezel, stainless steel (SS) sides, SS doors, aluminum base, pulse output to work with Fuellmaster. We will supply new hose hanging hardware and hose retractors to match existing dispensers. Gasboy dispenser mounted high-hose retractors with hose-hanger. This option also includes a trade-in credit of \$1,500.00 each for the (3) existing dispensers.

Add to base bid: **\$37,590.00.**Please sign here if accepting adder **Option #1:** _____**PRICING ADDER - OPTION #2:**

- ◇ Provide and install a new LED light pole. Dual 18L LED with a 20' bronze pole.

Add to base bid: **\$2,325.00**Please sign here if accepting adder **Option #2:** _____**PRICING ADDER - OPTION #3:**

- ◇ Provide and install (1) additional Gasboy Atlas 9862KX-Z, cold weather DEF dispenser, 1-side, 1-hose with pulse output, lighted cabinet, stainless steel panels, 11' DEF hose, DEF nozzle without misfill prevention, DEF nozzle breakaway/swivel combo. This option also includes additional piping, containment, leak detection and electrical.

Add to base bid: **\$33,398.00.**Please sign here if accepting adder **Option #3:** _____

UNIT PRICING ADDER - OPTION #4:

- ◇ Provide and install additional clean imported backfill @ \$23.88 per a Ton.

UNIT PRICING ADDER - OPTION #5:

- ◇ Provide additional services for demo and disposal of additional 8" thick concrete pavement @ \$4.75 per a SQ FT.

UNIT PRICING ADDER - OPTION #6:

- ◇ Provide and install additional 8" thick concrete pavement @ \$10.95 per a SQ FT.

UNIT PRICING ADDER - OPTION #7:

- ◇ Provide services for site remedial action. Provide excavation, stockpiling, protection (plastic and banking) for rain erosion, and backfilling of void for fuel contaminated soil @ \$60.00 per CU YD.

UNIT PRICING ADDER - OPTION #8:

- ◇ Provide services for licensed trucking of fuel contaminated soil from job site to the Whitelaw, WI landfill @ \$25.00 per a Ton. Includes loading and staging site clean-up. Does not include any testing services or the landfill fees.

PROPOSAL NOTES:

- ◇ Proposal based on working from 7:30am - 4:00pm, Monday through Friday.
- ◇ Project based on normal underground conditions, non-contaminated conditions.
- ◇ If any installation or delivery delays are encountered due to unexpected site conditions, a change order may be required to offset labor cost.
- ◇ Installation will be done on parts and labor availability basis.

ITEMS NOT INCLUDED WITH THIS PROPOSAL:

- ◇ Local permits, i.e., city, town, county, special exemptions.
- ◇ Any equipment, material, or services not listed in the above scope of work.
- ◇ Winter Conditions (i.e. frost, heated concrete, snow / ice removal, etc.).
- ◇ All work related to site remediation, including but not limited to: Handling of contaminated soils or hazardous waste and dewatering of the site, which would include pumping of contaminated excavation water.
- ◇ All work related to plumbing work, landscaping work, and replacement of fencing / guardrails.
- ◇ Rerouting or moving of overhead wires during construction.
- ◇ Price does NOT include **shoring** of the tank hole.
- ◇ Demolition of existing building, retaining wall(s), or other existing components not listed within the proposal.
- ◇ Resurfacing other than as described in proposal is by others.
- ◇ Supply and installation of new safety signage and fire extinguishers with boxes (Reuse the existing).

Thank you for considering EnergiTech Services for your service and equipment needs.

TOTAL FOR THE ABOVE PROJECT \$ 463,467.00

Proposed Payment Terms:

1/3	Payment due Net 10 days from Contract Signing Date .
1/3	Due prior to the start of onsite construction work .
Balance	Invoiced upon completion. Payment due Net 10 days from Project Completion Date . "Balance" is subject to change orders or additional charges.

Terms are subject to credit approval.

***This proposal may be withdrawn by
EnergiTech Services if not accepted in: 15 Days from proposal date***

This Proposal is subject to the terms and conditions set forth herein, as well as the attached Standard Terms and Conditions (collectively, this Proposal and the Standard Terms and Conditions shall hereafter be referred to as the "Agreement").

If EnergiTech Services is required to perform under different terms and conditions, a change order may be required.

CUSTOMER ACCEPTANCE OF PROPOSAL

The prices, specifications, terms and conditions as set forth above and attached are satisfactory and hereby accepted as the Agreement. EnergiTech Services is authorized to do the work as specified. Payment will be made as outlined above and in the attached Standard Terms and Conditions.

The undersigned individual, who is either a principal of the Customer or a sole proprietor, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by EnergiTech Services from time to time as may be needed, in the credit evaluation process.

Customer

EnergiTech Services

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

TERMS & CONDITIONS OF EnergiTech Services LLC

Acceptance of Proposal. The accompanying Proposal, when accepted by Customer, will constitute a contract between EnergiTech Services LLC ("ETS") and Customer, subject to all terms and conditions that follow herein and the approval of ETS's credit manager. Delivery of the materials/equipment herewith, installation of the specified equipment, Customer's acceptance in writing, and/or the issuance of an invoice, constitutes a binding acceptance by the Customer of the proposal herein. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in the Proposal and these Terms and Conditions.

Scope of Work and Payment. All equipment and services shall be provided as set forth in the Proposal. ETS shall be paid for work performed as follows:

1. Terms for services, unless otherwise specified in the Proposal, are 1/3 with signed Proposal, 1/3 at commencement of work, and 1/3 upon receipt of final invoice, with payment terms of net ten (10) days from Customer's receipt of invoice.
2. Terms on the invoice unless otherwise specified in the Proposal, are net ten (10) days from Customer's receipt of invoice.
3. In the event ETS has not received payment for all fees and cost according to the terms of the invoice, Customer agrees to pay a late payment fee on the unpaid invoice balance at the rate of 2% per month commencing upon the expiration of the invoice terms and continuing until paid.
4. Customer also agrees that if payments are not received according to the terms of the invoice, a stoppage in completing a project may occur without ETS incurring any nonperformance or other legal liability.
5. Customer agrees to pay all costs incurred by ETS in enforcing the terms of this Agreement, including but not limited to, costs of its collection agency and reasonable attorney's fees.
6. Credit card payments are subject to 3% card processing fees.

Prices. Prices quoted are expressly contingent upon all conditions being observed, represented, and warranted at the time of bid. Prices quoted cover only those items which are specifically set forth in the Proposal. All other items will be billed to Customer on a time and materials basis. The prices quoted are for acceptance within fifteen (15) days of the date of Proposal, unless otherwise specified, and are subject to change without notice after that date. Prices quoted do not include soil analysis or clean-up of contamination, unless specifically stated. Labor, materials, and outside services for electrical, concrete, blacktop, excavating or sewer work, and such work not included in the Proposal unless specified. Additionally, required local permits are not included in the Proposal unless specified. Prices quoted on equipment and repair parts are subject to federal, state, and municipal taxes and licenses, which may be in effect, or which may be imposed prior to the actual shipment of materials and equipment. All such taxes and license costs are the responsibility of Customer.

Delivery. ETS will endeavor to maintain delivery dates and schedules but cannot guarantee them. ETS shall not be liable for any costs or damages of Customer under this provision, including, but not limited to, loss of profits or business.

Limited Warranty. All materials and equipment, whether new or used, are purchased "AS IS" from ETS. Products sold may be warranted by the manufacturer of the product but only to the extent of warranty offered by the manufacturer. Unless specifically stated in the Proposal, Customer shall register the equipment with the manufacturer. Any manufacturer warranties existing on new equipment furnished as part of the Proposal are passed through from ETS to Customer according to each manufacturer's policy, and in such cases, Customer's warranty shall be limited to that provided by the manufacturer(s). Ordinary use; wear and tear; or damage from abuse, neglect, accident, maladjustment, or failure by Customer to maintain equipment properly is excluded from coverage.

For a period of one (1) year from the date of completion of the project, ETS will at its sole discretion, install any equipment or materials covered by a manufacturer's warranty. If an item(s) is not covered by manufacturer's warranty, Customer may at its sole cost, pay for the equipment and materials and ETS (at its sole discretion) will install at no charge to the Customer. This labor warranty from ETS is null and void in the event the Customer or third party performs subsequent work on the equipment installed or repaired by ETS.

CUSTOMER AGREES TO RELEASE, INDEMNIFY, HOLD HARMLESS, AND DEFEND ETS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, AND CAUSES OF ACTION AT LAW OR EQUITY FOR LOSS, DAMAGE, INJURY OR DEATH TO PERSONS AND PROPERTY, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL CONTAMINATION, LEAKS, SPILLS, RELEASES, OR DISCHARGES BY WHATSOEVER OR HOWSOEVER CAUSE OR SOURCE, ARISING OR OCCURRING FROM ANY NEW OR USED EQUIPMENT RECEIVED FROM BY CUSTOMER FROM ETS.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT AND SERVICES DESCRIBED IN THE PROPOSAL.

Limitation of Liability. ETS shall be liable only for damages that are the sole negligence of ETS and that ETS's total liability (if caused by ETS's sole negligence) shall not exceed \$50,000.00, or the total fees payable to ETS for the particular project, whichever is less. ETS shall not be liable for any special, punitive, incidental, or consequential damages (including without limitation, loss of profits or income, loss of use of property, business interruption, cost of replacing goods or services, or third party claims).

Any claims, demands, or cause of action against ETS arising from or related to in any way to the Proposal, or to work, services, or goods or products provided by ETS pursuant to the Proposal, must be brought within one (1) year from the date the work, service or provision of goods or products has been completed.

Compliance with Laws. Environmental compliance is Customer's responsibility. Its failure to comply strictly with applicable federal, state or local requirements, rules and/or regulations (including but not limited to those applicable to notice) shall completely void all warranties of ETS. Customer agrees to hold ETS harmless from and indemnify and defend against any claims or liability relating to Customer's failure to comply strictly with any federal, state or local requirements, rules and/or regulations (including but not limited to those applicable to notice). All TSSA (Tank-System Site Assessment) documentation is to be reported on part A & B of the Department's Tank System Service and Closure Assessment. All original TSSA report documents (scaled drawing of the site, layout showing sample locations and excavations, lab reports, photos and parts A & B of form TR-WM-140) will be sent to the Environmental Program Associate in the corresponding DNR regional office upon completion of the report.

Insurance/ownership/registration. Customer is responsible for maintaining (or ensuring that the owner of the property maintains if Customer is not the owner), evidence of ownership of the property on which the Project is taking place, insurance on the property and equipment purchased from ETS, and registration of any such equipment as may be required to comply with any local, state and federal laws, regulations or industry standards.

Termination. ETS may, without prejudice to any right or remedy, terminate its relationship with Customer and suspend all work or delivery of goods upon notice to Customer.

Unforeseen Conditions. If unforeseen conditions arise that affect the scope of services, time for performance, or the risk involved, ETS shall notify Customer. ETS may then, at its sole discretion, modify the scope of work,

modify the price, stop work until arrangements satisfactory to ETS have been made, or terminate the services by notifying Customer in writing. ETS shall be entitled to compensation for its services performed through the time of termination. If abnormal soil conditions or weather conditions or other unforeseen conditions result in additional cost, those additional costs will be billed on a time and materials basis.

Jurisdiction and Venue. Customer agrees that this Proposal shall be governed by Wisconsin law and jurisdiction and venue will be the Outagamie County District Court of Wisconsin, or the Federal District Court Eastern District of Wisconsin (Green Bay Division).

Waiver of Right to Jury Trial. ETS AND CUSTOMER WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE PROPOSAL OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS PROPOSAL. ETS AND CUSTOMER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTION CONTEMPLATED HEREBY. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Utilities and Underground Structures. ETS will take reasonable precautions to avoid damage to utilities or other underground structures. Customer shall indemnify, defend, and hold ETS harmless for any damage to utilities or underground structures, and from any claims, liability, or damages resulting from utilities or underground structures that were not properly called to ETS's attention. Such indemnity shall include payment of litigation costs, expert's fees, and attorney's fees incurred by ETS.

Duties of the Customer. Customer warrants that it has disclosed all adverse or unfavorable site conditions which may affect this Proposal. Customer represents and warrants that all information provided to ETS is complete and accurate. Customer represents and warrants it has and will comply with all applicable local, state, and federal laws. Customer shall protect the site against damage, injury, or loss and shall carry insurance in an amount sufficient to cover replacement values, naming ETS as loss payee and additional insured. Customer is responsible for providing Builder's Risk insurance coverage. Customer is responsible for providing liquid ballast for filling underground storage tanks immediately upon setting the tanks during excavation. ETS shall not be liable for damage to the ballast, including without limitation, damage due to contamination or loss of product. Customer shall keep accurate, daily inventory records on products stored in tanks, lines, and dispensing equipment and shall promptly notify ETS of all shortages or losses. Precision testing procedures performed on any portion of the underground storage tank systems are designed to detect leaks and ETS shall not be responsible for any contamination resulting from spills or releases which may occur before, during or after such tests.

PCI/EMV /Security Standard Requirements. This Proposal may include components to assist with implementing a program to maintain compliance with PCI security standard requirements, but may not provide the entire solution. Additional items such as software, network gateways, and secure routers may be needed to provide full compliance. Periodic inspection of devices and components, along with tracking these assets, and ensuring a secure network with limited access is also an important part of maintaining compliance with the standards. If additional components, software or equipment are required, those additions will be billed on a time and materials basis along with the labor necessary to install, program and setup. Components supplied by the Customer must be approved prior to scheduling upgrades. ETS does not guarantee compliance as compliance with the PCI security standard is the sole responsibility of the owner/operator of the facility. **CUSTOMER AGREES TO RELEASE, INDEMNIFY, HOLD HARMLESS, AND DEFEND ETS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, AND CAUSES OF ACTION AT LAW OR EQUITY ARISING OR OCCURRING FROM THE REMOVAL AND DISPOSAL OF CUSTOMER'S EQUIPMENT.**

Hardware/software compatibility. In connection with this Proposal, the parties assume that any fueling system hardware and software supplied by Customer is inherently compatible and required only routine start-up programming. If on start-up, it is discovered that the hardware and/or software is not compatible or has innate deficiencies that require additional configuration or upgrading, ETS shall be entitled to full payment of the Contract Price under the Proposal including any extra charges to complete changes to customer equipment.

Digging/excavating clause. Digging and excavating quotations are based on normal soil conditions. Should any digging or excavating be included in the ETS Proposal, and any heavy rock, shale, water frost or unusual doffing be encountered, the Proposal price shall be increased at ETS's normal labor hourly rate except that any outside contract work required shall be charged at ETS's cost plus its customary administrative charge. In the event of cave-ins, and the necessity to shore or slope hole, all associated cost with the removal of the excess soil and replacement with either sand or gravel will be considered an extra and all such cost shall be borne by Customer. In the event underground structures, cables, conduit, debris, rock, water, utilities, or running same are encountered, destroyed or damaged during the performance of the work, ETS shall not be held responsible, and Customer shall indemnify and save harmless ETS and its contractors, agents and employees from all suits, actions, or claims brought about by such encounter, destruction or damage. Should dewatering be required, the ETS shall not be responsible for disruption of adjacent backfill materials whether known or unknown at the time of excavation, repairs to paving, concrete, structures shall be borne by Customer. ETS is not responsible for removal/disposal of waste water if de-watering of the sump is necessary. Finished grades are to be established and verified by Customer.

Tank Floating Clause. Customer shall fill all underground storage tanks installed by ETS with liquid for ballast immediately upon notification from ETS that a tank(s) has been set into an excavation ("filling notification"). ETS shall not be responsible for any contamination or loss of product used for ballast. If any tank floats after Customer receives filling notification, ETS shall not be liable for any damages to equipment, and labor and materials cost to reinstall tanks, if floating occurs, costs shall be borne by Customer.

Cold weather Concrete. In the event that concrete is poured during cold weather, ETS is not responsible for chipping, cracking, or spalling of concrete, due to cold weather pours. Furthermore, ETS is not responsible for additional cost of heated concrete, unless otherwise specified in the contract. It is highly recommended that salt or any chemical based deicer is NOT used for a period of at least 24 months after installation to prevent concrete related problems.

Notice of Lien Rights. As required by the Wisconsin construction lien law, ETS hereby notifies owner/customer that persons or companies performing, furnishing, or procuring labor, services, materials, plans or specifications for the construction on owner's/customer's land may have lien rights on owner/customer's land and buildings if not paid. Those entitled to lien rights, in addition to ETS are those who give the owner/customer notice within sixty (60) days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner/customer probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. ETS agrees to cooperate with owner/customer and owner's/customer's lender, if any, to see that all potential lien claimants are duly paid. This notice is given for purpose of identification, and is not a claim to you or your lender for payment.



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

MEETING DATE

June 19, 2024

PREPARED BY

AGENDA ITEM # E.7

Consideration with possible action on request by Department of Public Works to award contract WSG 2-24 MASONRY REPAIRS at a staff level and report the award at the next Improvement & Services Committee meeting.

BACKGROUND

DPW would like to move the project forward prior to the next Improvement & Services Committee meeting on July 24, 2024.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 19, 2024

PREPARED BY

AGENDA ITEM # E.8

Consideration with possible action on request by Department of Public Works to review and approve the award of sole source contract 2024 Ray Nitschke Controls Programming to Faith Technologies, Inc. in the amount of \$48,287.00.

BACKGROUND

The work on this contract includes software development, PLC modifications, and HMI screen modifications for new and rebuilt hydraulic pumps, a new fluid conditioning system, filter sensors and fluid level sensors to be installed on the west leaf. Work under this contract will coincide with the Bridge I-24 hydraulic rehabilitation.

RECOMMENDATION

Public Works recommends award of the contract to Faith Technologies, Inc.

FISCAL IMPACT

The project will be reimbursed by the \$1.2 million dollar SMA with WisDOT.

ATTACHMENTS

1. Sole Source Ray Nitschke Bridge Controls Programming_Signed_2024.06.13
2. City of Green Bay - Main Street Controls Programming Proposal_Faith Technologies_2024.06.11

City of Green Bay, Wisconsin
REQUEST FOR APPROVAL OF "NO SUBSTITUTE" PURCHASE SPECIFICATION

TO : Purchasing Division/Administrative Services

DATE: 06/12/24

FROM: Department/Division *Public Works*

REQUISITION #

List "No Substitute" Item(s) here:

Hire Faith Technologies to complete the controls installation and programming for the Main Street Bridge west leaf hydraulic rehabilitation.

Select One:

- ☐ 1) One Time Purchase Estimated Cost: \$
- ☐ 2) Annual Commodity purchase: Estimated annual cost: \$
- ☒ 3) Item may be purchased again: Indicate term: *as needed* Estimated Annual Cost: \$ *\$48,287*

Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)

Check appropriate justification(s). Provide DETAILED explanation(s) below.

- ☐ 1. Sole Source – The below signed has searched the market and verified that no comparable item is available.
- ☒ 2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.
- ☐ 3. Item(s) is (are) only acceptable replacement part(s) known for _____ (Identify)
- ☐ 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)
- ☐ 5. Safety:
- ☐ 6. Other:

*Explanations shall contain sufficient information and justification for the items to be considered and approved as "NO SUBSTITUTE" items. Failure to do so will result in the request being denied and returned to the originator.

*Recommending Department Head will be available to defend said recommendation to the appropriate City Committee and/or Common Council.

PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST (additional info may be attached on a separate sheet):

Public Works is rehabilitating the Ray Nitschke Memorial Bridge. The Fox River is a shipping channel; it is a requirement of the US Coast Guard that the bridge remain operable to allow vessel navigation to and from the channel. Incorporation of the new hydraulic equipment requires controls and programming. Historically, the City has utilized Faith Technologies for all controls and programming on the bridge and Faith Technologies maintains the program and passwords for the City. Additionally, Faith Technologies installed and maintains the remote operation controls for the state with the Walnut and Mason Street Bridges. Faith Technologies is familiar with these settings and can modify the Main Street Bridge PLC without affecting the remote operations with the Walnut Street Bridge.

Approvals:

Requestor: 

Date: *6/13/24*

Department Head: 

Date: *06/13/24*

Purchasing Manager: *Thomas J. Walenski*

Date: 06-13-2024



201 Main St. Suite 1
P.O. Box 260
Menasha, WI 54952
(920) 738-1500

6/11/24

City of Green Bay
Attn: **Kayla Wasielewski**
Email: Kayla.Wasielewski@greenbaywi.gov
Re: Main Street Bridge Programming – Green Bay, WI

Attn: Kayla Wasielewski
Re: 2024 Ray Nitschke Controls Programming

Kayla:

We are pleased to provide a proposal for the controls programming portion of phase 2 that will be contracted directly with the city.

1000.01 Record Existing Parameters and Settings (M1-1)	2,395
1000.02 Procure and Program (2) Analog Amplifier Cards and Card Holders for Rebuilt Pump Assemblys (M4-3) (\$4551/each)	9,102
1000.03 Hydraulic Sensors for Filter Replacement (E1)	6,277
1000.04 Power and Controls for Hydraulic Fluid Conditioning System (E2)	19,599
1000.05 Hydraulic Oil Level Sensors (E4)	4,789
1000.06 Operations and Maintenance Manual and Training	<u>6,125</u>
Total	\$48,287

If you have any questions, please contact me at 920-540-1937

Thank you,

Jacob Nolan
Project Manager

C: Tim Pingle, Automation Group



City of Green Bay

100 N. Jefferson St., Room 101, Green Bay, WI 54301

REQUEST FOR QUOTATION

Date Issued: June 3, 2024
Vendor: Faith Technologies
Attn: Jake Nolan
Email: jacob.nolan@faithtechinc.com

Due Date: June 11, 2024
From: Kayla Wasielewski
City Dept: Public Works
Fax #: (920)448-3102
Voice #: (920)448-3134

Response to this request is required to be on this or an attached specification / worksheet. Additional information may be attached. The City of Green Bay reserves the right to reject any and all quotations or to waive any technicality and accept any quotations that is deemed to be in the best interest of the City. Purchases are Wisconsin Sales and Federal tax-exempt. Prices are to include all delivery charges. **FOB: Green Bay, WI.**

Items may be awarded individually by line. The successful vendor will be required to provide proof of required insurance coverage to the City of Green Bay's Risk Management Division prior to the start of work. The vendor MAY be required to name the City as an additional insured. To register for free on-line quotes and bids, <http://www.greenbaywi.gov> Click on Departments, then Administrative Services, then Purchasing/Print Shop. Thank you for your time and interest in doing business with the City.

QTY	UOM	DESCRIPTION of MATERIALS AND/OR SERVICE	UNIT PRICE	TOTAL
1	LS	1000.01 Record Existing Parameters and Settings (M1-1)	\$2,395.00	\$2,395.00
2	EA	1000.02 Procure and Program Analog Amplifier Card and Card Holder for Rebuilt Pump Assembly (M4-3)	\$4,551.00	\$9,102.00
1	LS	1000.03 Hydraulic Sensors for Filter Replacement (E1)	\$6,277.00	\$6,277.00
1	LS	1000.04 Power and Controls for Hydraulic Fluid Conditioning System (E2)	\$19,599.00	\$19,599.00
1	LS	1000.05 Hydraulic Oil Level Sensors (E4)	\$4,789.00	\$4,789.00
1	LS	1000.06 Operations and Maintenance Manual and Training	\$6,125.00	\$6,125.00
SUB-TOTAL: Prices shall include all aspects of Scope of Work which must include delivery and freight fees.				\$48,287.00
STATE LEAD-TIME FROM TIME OF RECEIPT OF PERMIT:				
STATE PAYMENT TERMS (INCLUDE DISCOUNTS FOR EARLY PMT): Net 25 - No early pmt. discounts				
STATE IF COMPANY ACCEPTS PAYMENT BY CREDIT CARD: YES or NO				

VENDOR'S SIGNATURE & INFORMATION:

Vendor Full Legal Co. Name:
Complete Address, City, ST, Zip:

Bidders Contact Name & Title (Print):
Authorized Signature:
Phone # & Fax#:
Date:
Taxpayer I.D. Number:
E-mail Address:

Faith Technologies Incorporated
PO Box 260
Menasha, WI. 54952
Jake Nolan - Project Manager
O: 920.225.6539 M: 920.540.1937
6/11/2024
41-2065665
jacob.nolan@faithtechinc.com



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

MEETING DATE

June 19, 2024

PREPARED BY

AGENDA ITEM # E.9

Consideration with possible action on request by Department of Public Works to review and approve the award of contract BRIDGE 4-24 (SCOUR, REPAIR, AND RIP RAP RESTORATION P-5-715 HENRY STREET) to Advance Construction, Inc. in the amount of \$244,132.00.

BACKGROUND

The Henry Street Bridge, P-5-715, over Baird Creek was constructed in 1970. There is generalized scour along both abutments and 4' to 7' deep localized scour holes beneath the outfall pipes on both abutments. A large sandbar has built up along the south half of the span. Contractor work will consist of excavation of built-up depositions of silts to allow for the installation of heavy rip rap to armor the abutments and prevent further scour at the abutments and outfalls.

RECOMMENDATION

Public Works recommends award to the lowest bidder, Advance Construction, Inc.

FISCAL IMPACT

Funds were included in the approved 2023 CIP; however, due to in-stream disturbance limitations and required permitting the project was carried over to this calendar year.

ATTACHMENTS

- I. QUESTCDN_Project Bid Results Bridge 4-24

BRIDGE 4-24 (SCOUR REPAIR AND RIP RAP RESTORATION P-5-715 HENRY STREET)

Quest Number: 9114418

Closing Date: Tue, 06/11/2024 02:00 PM CDT

Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Kayla Wasielewski
Email:	kayla.wasielewski@greenbaywi.gov
Phone:	920-448-3134
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Advance Construction Inc.	Paul Kultgen	920-434-3978	pkultgen@advconst.net	\$ 244,132.00		
LUNDA CONSTRUCTION	Lunda Estimating	715-284-9491	wiquotes@lundaconstruction.com	\$ 450,291.00		



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

MEETING DATE

June 19, 2024

PREPARED BY

AGENDA ITEM # E.10

Report the award of contract SEWERS I-24 CITY WIDE SEWER REPAIRS to Vinton Construction Company in the amount of \$1,323,840.65.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QUESTCDN_Project Bid Results Sewers I-24

SEWERS 1-24 CITY WIDE SEWER REPAIRS

Quest Number: 9141406

Closing Date: Tue, 06/11/2024 02:00 PM CDT

Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Max McGuire
Email:	max.mcguire@greenbaywi.gov
Phone:	920-448-3324
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Vinton Construction Company	Estimating at Vinton Construction	920-682-0375	quotes@vintonwis.com	\$ 1,323,840.65		
PTS Contractors, Inc	Jeannie Petasek	920-468-5217	JPetasek@PTSCcontractors.net	\$ 1,377,000.00		
DE GROOT, INC.	MARK DE GROOT	920-866-2348	mark@degrootinc.com	\$ 1,378,268.22		



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

MEETING DATE

June 19, 2024

PREPARED BY

AGENDA ITEM # E.11

Report the award of contract ASPHALT PAVING 2024 to Northeast Asphalt, Inc. in the amount of \$396,602.50.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QUESTCDN_Project Bid Result ASPHALT PAVING 2024

ASPHALT PAVING 2024

Quest Number: 9117801

Closing Date: Tue, 06/04/2024 02:00 PM CDT

Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Robbie Woldt
Email:	robbie.woldt@greenbaywi.gov
Phone:	920-448-3109
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Northeast Asphalt, Inc.	Mary Jorgensen (PMA)	920-757-2900	neaquote@walbecgroup.com	\$ 396,602.50		
MCC, Inc.	Alicia Marx	920-749-3360	bidding@murphyinc.org	\$ 450,600.00		



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

MEETING DATE

June 19, 2024

PREPARED BY

AGENDA ITEM # E.12

Report the award of contract PAVEMENT 3-24 HOWARD STREET, S. OAKLAND AVENUE, & SCHOOL PLACE RECONSTRUCTION & SEYMOUR PARK WEST STORMWATER FACILITY to Vinton Construction Company in the amount of \$5,141,937.33.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QUESTCDN_Project Bid Results Pavement 3-24

PAVEMENT 3-24 HOWARD STREET, S. OAKLAND AVENUE, & SCHOOL PLACE RECONSTRUCTION & SEYMOUR PARK WEST STORMWATER FACILITY

Quest Number: 9145583

Closing Date: Tue, 06/11/2024 02:00 PM CDT
Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Chuck Yang
Email:	Chuck.Yang@greenbaywi.gov
Phone:	920-448-3094
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Vinton Construction Company	Estimating at Vinton Construction	920-682-0375	quotes@vintonwis.com	\$ 5,141,937.32		
PTS Contractors, Inc	Jeannie Petasek	920-468-5217	JPetasek@PTSContractors.net	\$ 5,160,851.90		
DE GROOT, INC.	MARK DE GROOT	920-866-2348	mark@degrootinc.com	\$ 5,680,829.95		
Advance Construction Inc.	Paul Kultgen	920-434-3978	pkultgen@advconst.net	\$ 6,098,765.63		



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

MEETING DATE

June 19, 2024

PREPARED BY

AGENDA ITEM # E.13

Report of actions taken by the Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

- a. Muniz Concrete, LLC
- b. Spencer Concrete
- c. American Custom Concrete, LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 19, 2024

PREPARED BY

AGENDA ITEM # F.I

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None