



MINUTES OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, FEBRUARY 25, 2026, 5:00 PM
Immediately following Parks Committee.

SECOND AMENDED

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/81854963871?pwd=Rl6oaf6sldZsTO0DuM0FC8MeAq4j57.1>

Or call in by phone: +1 312 626 6799

Meeting ID: 818 5496 3871

Passcode: 820177

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

B. ROLL CALL.

Present: Melinda Eck, Ben Delie, Jim Ridderbush

Excused: Joey Prestley

Absent: None

- I. Members: Melinda Eck, Joey Prestley, Ben Delie, Jim Ridderbush

Present: Melinda Eck, Ben Delie, Jim Ridderbush

Absent: None

Excused: Joey Prestley

C. APPROVAL OF THE AGENDA.

1. Approval of the agenda for the Wednesday, February 25, 2026, meeting of the Improvement & Services Committee.

Moved by Ald. Ben Delie, seconded by Ald. Melinda Eck to approve the agenda for the Wednesday, February 25, 2026, meeting of the Improvement & Services Committee meeting.
Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

D. APPROVAL OF MINUTES.

1. Approval of the minutes from the Wednesday, January 28, 2026 Improvement & Services Committee meeting.

Moved by Ald. Ben Delie, seconded by Ald. Melinda Eck to approve the minutes from the Wednesday, January 28, 2026 Improvement & Services Committee meeting.
Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

E. REGULAR BUSINESS.

1. Consideration with possible action on request by Department of Public Works to award a Vegetation Maintenance Services contract for stormwater management facilities to NES Ecological Services, a Division of Robert E. Lee & Associates, Inc., in the amount of \$55,825.00.

Moved by Ald. Melinda Eck, seconded by Ald. Ben Delie to amend the agenda and take up Items E.1. and E.2. with one roll call vote.

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

Moved by Ald. Melinda Eck, seconded by Ald. Ben Delie to approve the request by Department of Public Works to award a Vegetation Maintenance Services contract for stormwater management facilities to NES Ecological Services, a Division of Robert E. Lee & Associates, Inc., in the amount of \$55,825.00.

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

2. Consideration with possible action on request by Department of Public Works to award a Vegetation Maintenance Services contract for stormwater management facilities to McMahan

Associates, Inc. in the amount of \$61,180.00.

Moved by Ald. Melinda Eck, seconded by Ald. Ben Delie to approve the request by Department of Public Works to award a Vegetation Maintenance Services contract for stormwater management facilities to McMahon Associates, Inc. in the amount of \$61,180.00.
Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

3. Consideration with possible action on request by Department of Public Works to approve Revision No. 1 to the State Municipal Financial Agreement (SMFA) for the STH 54 Hobart-Green Bay Project No. 9210-24-00/70 and to authorize the Director to execute the SMFA Revision.

Moved by Ald. Melinda Eck, seconded by Ald. Ben Delie to amend the agenda and take up Items E.3. and E.4. with one roll call vote.

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

Moved by Ald. Melinda Eck, seconded by Ald. Ben Delie to approve the request by Department of Public Works to approve Revision No. 1 to the State Municipal Financial Agreement (SMFA) for the STH 54 Hobart-Green Bay Project No. 9210-24-00/70 and to authorize the Director to execute the SMFA Revision.

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

4. Consideration with possible action on request by Department of Public Works to enter into a State/Municipal Financial Agreement (SMFA) for Project ID 3700-30-75/76, Signals, and ITS Standalone Program for traffic signal upgrades at Wis 141 (Mather Street) at Ashland Avenue, Wis 29 (E. Walnut Street) at Broadway, Wis 54/57 (Sturgeon Bay Road) at University Avenue.

Moved by Ald. Melinda Eck, seconded by Ald. Ben Delie to approve the request by Department of Public Works to enter into a State/Municipal Financial Agreement (SMFA) for Project ID 3700-30-75/76, Signals, and ITS Standalone Program for traffic signal upgrades at Wis 141 (Mather Street) at Ashland Avenue, Wis 29 (E. Walnut Street) at Broadway, Wis 54/57 (Sturgeon Bay Road) at University Avenue.

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No- None, Abstain-None.

5. Consideration with possible action on request by Department of Public Works to approve the award of Amendment to Agreement #2 regarding dewatering of the bunker at the East Municipal Garage to GEI Consultants, Inc. in the amount of \$40,232.00.

Moved by Ald. Melinda Eck, seconded by Ald. Ben Delie to approve the request by Department of Public Works to approve the award of Amendment to Agreement #2

regarding dewatering of the bunker at the East Municipal Garage to GEI Consultants, Inc. in the amount of \$40,232.00.

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

6. Consideration with possible action to authorize the Director of Public Works to enter into contracts with DeKeyser Construction and De Groot, Inc. for 2026 emergency sewer repairs and to authorize the Director of Public Works to determine when an emergency sewer repair is required within a timeframe that does not allow for the public construction bidding process to be followed.

Moved by Ald. Melinda Eck, seconded by Ald. Ben Delie to approve the request to authorize the Director of Public Works to enter into contracts with DeKeyser Construction and De Groot, Inc. for 2026 emergency sewer repairs and to authorize the Director of Public Works to determine when an emergency sewer repair is required within a timeframe that does not allow for the public construction bidding process to be followed.

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

7. Consideration with possible action on request by Department of Public Works to purchase a Trailer Mounted Mastic Machine in the amount of \$104,840.37 off the Sourcewell Contract #050625-CFC.

Moved by Ald. Ben Delie, seconded by Ald. Melinda Eck to approve the request by Department of Public Works to purchase a Trailer Mounted Mastic Machine in the amount of \$104,840.37 off the Sourcewell Contract #050625-CFC.

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

8. Consideration with possible action on request by Department of Public Works to purchase a used 2020 Freightliner Coronado I22SD semi road tractor from Paradise Trucking Corporation for \$79,000.00.

Moved by Ald. Melinda Eck, seconded by Ald. Ben Delie to approve the request by Department of Public Works to purchase a used 2020 Freightliner Coronado I22SD semi road tractor from Paradise Trucking Corporation for \$79,000.00.

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

9. Consideration with possible action on request by Department of Public Works to purchase a new Monroe 12' Snow Hawk Hi-Bench motor grader wing off Sourcewell Contract #062222-AEBI for the price of \$50,171.00, which includes installation, warranty, and operator training.

Moved by Ald. Ben Delie, seconded by Ald. Melinda Eck to approve the request by Department of Public Works to purchase a new Monroe 12' Snow Hawk Hi-Bench motor grader wing off Sourcewell Contract #062222-AEB1 for the price of \$50,171.00, which includes installation, warranty, and operator training.

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

10. Consideration with possible action on request by Department of Public Works to purchase a used 2020 John Deere 672G motor grader for the purchase price of \$318,600.00, applying four (4) months of rental charges at \$4,900.00 totaling \$19,600.00, lowering the total net purchase price to \$299,000.00. This purchase includes the remaining factory warranty and operator training.

Moved by Ald. Melinda Eck, seconded by Ald. Ben Delie to approve the request by Department of Public Works to purchase a used 2020 John Deere 672G motor grader for the purchase price of \$318,600.00, applying four (4) months of rental charges at \$4,900.00 totaling \$19,600.00, lowering the total net purchase price to \$299,000.00. This purchase includes the remaining factory warranty and operator training.

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

11. Consideration with possible action on request by Department of Public Works to purchase a 2026 Vactor 2100i Combination Sewer Vacuum and Jet Sewer Cleaning Truck Body through Sourcewell Contract #101221-VTR from MacQueen Equipment, Inc. in the amount of \$442,571.44.

Moved by Ald. Melinda Eck, seconded by Ald. Ben Delie to amend the agenda to take up Items E.11. and E.12 with one roll call vote.

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

Moved by Ald. Melinda Eck, seconded by Ald. Ben Delie to approve the request by Department of Public Works to purchase a 2026 Vactor 2100i Combination Sewer Vacuum and Jet Sewer Cleaning Truck Body through Sourcewell Contract #101221-VTR from MacQueen Equipment, Inc. in the amount of \$442,571.44.

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

12. Consideration with possible action on request by Department of Public Works to purchase a 2026 Western Star 47X Combination Sewer Vacuum and Jet Sewer Cleaning Truck chassis off Sourcewell Contract #032824-DAI from Quality Truck Care Center in the amount of \$155,471.00.

Moved by Ald. Melinda Eck, seconded by Ald. Ben Delie to approve the request by Department of Public Works to purchase a 2026 Western Star 47X Combination Sewer

Vacuum and Jet Sewer Cleaning Truck chassis off Sourcewell Contract #032824-DAI from Quality Truck Care Center in the amount of \$155,471.00.

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

13. Consideration with possible action on request by Department of Public Works to negotiate price and purchase the following 2026 budget-approved used vehicles and report back to Improvement & Services Committee after purchase:

- Used mechanic service truck with crane (estimated cost of \$95,000.00)
- Used lowboy/flatbed semi-trailer (estimated cost of \$60,000.00)

Moved by Ald. Ben Delie, seconded by Ald. Melinda Eck to approve the request by Department of Public Works to negotiate a price and purchase the following 2026 budget-approved used vehicles and report back to Improvement & Services Committee after purchase:

- Used mechanic service truck with crane (estimated cost of \$95,000.00)
- Used lowboy/flatbed semi-trailer (estimated cost of \$60,000.00)

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

14. Consideration with possible action on request by Department of Public Works to approve the Plat of Rights-of-Way for the STH 54 Hobart to Green Bay Project No. 9210-24-20 and authorize the Director to sign the Plat.

Moved by Ald. Melinda Eck, seconded by Ald. Ben Delie to approve the request by Department of Public Works to approve the Plat of Rights-of-Way for the STH 54 Hobart to Green Bay Project No. 9210-24-20 and authorize the Director to sign the Plat.

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

15. Consideration with possible action on request by Department of Public Works to approve licenses for:

I. Sidewalk Builder

- a. Concrete Solutions, Inc.
- b. Howard Immel, Inc.
- c. Bay Side Concrete Construction
- d. J&D Services, LLC
- e. Martell Construction, Inc.
- f. Bath Concrete Flatwork, LLC

2. Tree & Brush Trimmer
 - a. Wolfrath's Landscaping, LLC
 - b. Best Stump Grinding, LLC
 - c. J&D Services, LLC
 - d. Yesterday's Trees, LLC
3. Underground Sprinkler System
 - a. Wolfrath's Landscaping, LLC

Moved by Ald. Melinda Eck, seconded by Ald. Ben Delie to approve the request by Department of Public Works to approve licenses for:

1. Sidewalk Builder
 - a. Concrete Solutions, Inc.
 - b. Howard Immel, Inc.
 - c. Bay Side Concrete Construction
 - d. J&D Services, LLC
 - e. Martell Construction, Inc.
 - f. Bath Concrete Flatwork, LLC
2. Tree & Brush Trimmer
 - a. Wolfrath's Landscaping, LLC
 - b. Best Stump Grinding, LLC
 - c. J&D Services, LLC
 - d. Yesterday's Trees, LLC
3. Underground Sprinkler System
 - a. Wolfrath's Landscaping, LLC

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

16. Consideration with possible action on request by Department of Public Works to award the contract PAVEMENT I-26 FOURTH STREET RECONSTRUCTION to David Tenor Corporation in the amount of \$578,163.32.

Moved by Ald. Melinda Eck, seconded by Ald. Ben Delie to approve the request by Department of Public Works to award the contract PAVEMENT I-26 FOURTH STREET RECONSTRUCTION to David Tenor Corporation in the amount of \$578,163.32.

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

F. INFORMATIONAL.

1. Report of the 2025 and 2026 Pavement Program Projects.

Moved by Ald. Ben Delie, seconded by Ald. Melinda Eck to receive and place on file the Report of the 2025 and 2026 Pavement Program Projects.

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

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

Moved by Ald. Ben Delie, seconded by Ald. Melinda Eck to receive and place on file the Director's Report on recent activities of the Public Works Department.

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

3. Next Meeting: March 11, 2026

G. PUBLIC HEARINGS.

1. Public Hearing 6:00 p.m.

ASPHALT RESURFACING

Alvina Street – Shawano Avenue to Minor Court

14TH Avenue – Hickory Hill Drive to W. Mason Street

Western Avenue – Taylor Street to Rutgers Street

ASPHALT PAVEMENT

N. Maple Avenue – Walnut Street to Mather Street

The Director read the Engineer's Report into the record. Acting Chairperson Ridderbush asked three times if there was anyone to speak on this item. There were no speakers. Acting Chairperson declared the Hearing closed.

H. ADJOURNMENT.

1. Adjournment of the Wednesday, February 25, 2026, meeting of the Improvement & Services Committee.

Moved by Ald. Melinda Eck, seconded by Ald. Ben Delie to adjourn.

Motion carried.

Yes-Melinda Eck, Ben Delie, Jim Ridderbush, No-None, Abstain-None.

Services Agreement

De Groot, Inc. and The City of Green Bay Department of Public Works

This Services Agreement (the “**Agreement**”) sets forth terms under which De Groot, Inc. (“**Company**”) shall provide services to the COGB-DPW (City of Green Bay Department of Public Works). This Agreement is effective as of [Date] (“**Effective Date**”).

1. **Services.** Company shall provide Emergency Sewer Repair Services (“**Services**”) to the COGB- DPW as requested by COGB-DPW (“**Statement of Work**”). Company shall perform Services in a prompt manner to address emergency repairs. The COGB- DPW shall assist the Company by promptly providing all information known or available and relevant to the Services in a timely manner.

2. **Independent Capacity.** The parties hereto agree that the Company, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the COGB-DPW. The Company agrees to take such steps as may be necessary to ensure that each subcontractor of the Company will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint ventures, or partner of the COGB-DPW.

3. **Contract Price.** COGB-DPW shall pay to Company all costs for services completed under approved Statements of Work, and as stated in the attached Billing Rates, incorporated as Attachment A. Agreement has no guaranteed spend and is strictly on a as needed basis.

4. **Dates of Performance.** Company will perform services upon receipt of an approved Statement of Work. Company will complete Services by the Completion Date.

5. **Effective Date.** The effective date of this agreement is March 1, 2026.

6. **Change in Services.** The COGB-DPW has the right to change or cancel service requested under this agreement.

7. **Term.** The term of this agreement shall commence on the Effective Date and shall continue until December 31, 2026, unless terminated by either party as set forth in Section 8 of this agreement.

8. **Termination.** COGB-DPW shall have the right to terminate the agreement and any related work in process with thirty days’ written notice to Company. In the event COGB-DPW terminates the agreement prior to completion of Services, COGB-DPW shall pay Company the fees due under the agreement with respect to Services completed as of the date of termination. Upon settlement of funds due to Company, all COGB-DPW provided materials will be returned to COGB-DPW and all COGB-DPW use rights in the work in process as described in Section 9 will be transferred to COGB-DPW. If at any time the Company’s performance threatens the health or safety of the COGB-DPW or the public, the COGB-DPW has the right to terminate the contract without notice. If the Company fails to maintain and keep in force the insurance as required, the COGB-DPW has the right to terminate the contract without notice.

9. **Payment of Services.** In exchange for Company’s Services under this Agreement, the COGB-DPW

shall pay Company the contract price. Company will submit a final invoice to COGB-DPW for all services rendered by the Services Completion Date and COGB- DPW shall pay within 30 days of receipt. In the event of a good faith dispute with regard to an item appearing on an invoice, COGB-DPW shall have the right to withhold payment while the parties attempt to resolve the disputes.

10. **Representations.** Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

11. **Indemnification.** The Company will indemnify, pay the cost of defense including attorney's fees, and save harmless the COGB-DPW and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Company, or of any of its contractors, in prosecuting work under this agreement.

12. **Limitation of Liability.** COGB-DPW WILL NOT BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT COGB-DPW'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID TO COMPANY HEREUNDER.

13. **Confidential Information.** To the extent permitted under Wisconsin law, each Party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other Party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving Party reasonably should know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of like nature.

Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving Party or its representatives); (ii) is available to the receiving Party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving Party without violating its obligations under this Agreement or under any federal or state law.

14. **Compliance with Laws.** Each party shall perform all of its obligations under this Agreement in compliance at all times with all foreign, federal, state and local statutes, orders and regulations, including those relating to privacy and data protection. COGB-DPW may require additional forms and reporting for compliance per city requirements depending on scope of work.

15. **Nonexclusive Contract.** Unless otherwise stated, COGB-DPW reserves the right to purchase work or materials outside of this contract.

16. **Insurance.** Company is to maintain at all times insurance by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A-. Company is to supply a

Certificate of Insurance (COI) to the Purchasing Department prior to commencement of work. COGB-DPW shall be listed as an additional insured on a primary and non-contributory basis. The following are the minimum coverage that must be held by the Company.

A. General Liability

1. Commercial General Occurrence policy:
 - a. Premises and Operations
 - b. Products and Completed Operations
 - c. Advertising and Personal Injury
 - d. Explosion, Collapse and Underground Hazard coverage
 - e. Contractual Insurance in writing under General Liability
 - f. Broad Form Property Damage
 - g. Coverage for Independent Contractors
 - h. Care, Custody and Control coverages for City-owned materials at worksite
 - i. Endorsement naming the City of Green Bay, its employees, agents and assigns as Additional Insureds as respects work performed by the Contractor/Subcontractor for the City/Owner.

2. Limits of Liability:

Bodily Injury/Property Damage Combined Single Limits:	
Per Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury/ Advertising Injury	\$1,000,000
Fire Damage Limit	\$50,000
Medical Payments Limit	\$5,000
General Aggregate	\$2,000,000

B. Automobile Liability

1. Coverages must include the following extensions:

- Comprehensive Forms
- a. All Owned Autos
 - b. All Hired Autos
 - c. All Non-Owned Autos
 - d. Mobile Equipment
 - e. Specialized Equipment
 - f. Contractual Insurance

- g. Uninsured Motorists to Limit of Policy
- h. Additional Insured Endorsement naming City of Green Bay, its employees, agents and assigns as additional insureds.

2. Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:	\$1,000,000
	per person/accident
Uninsured Motorists:	\$25,000 per person
	\$50,000 per accident

C. *Worker's Compensation and Employers' Liability Insurance:*

1. Limits of Liability

a. Workers' Compensation	\$1,000,000 per accident
	\$1,000,000 disease policy limit
	\$1,000,000 disease each employee
b. Employers' Liability	\$1,000,000

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 on City of Green Bay property.

17. **General.** Neither party may assign this Agreement without the prior written consent of the other party and any attempt to do so will be void. Any notice or consent under this Agreement will be in writing to the address specified below. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. Any waivers or amendments shall be effective only if made in writing signed by a representative of the respective parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Both parties agree that the Agreement is signed by a duly, authorized company representative authorized to bind the company to its terms and services and no consent from any third party is required.

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

19. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with all laws of the State of Wisconsin without regard to conflicts of law's provisions thereof.

20. **Remedies.** COGB-DPW reserves all remedies available at law or equity for any disputes that arise under this Agreement. In the event of a suit or proceeding under this Agreement, Company agrees to pay all attorneys' fees if the federal or state court renders judgment substantially in COGB-DPW's favor.

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

City of Green Bay

De Groot, Inc.de

Signature:

Signature:

Print Name: Mayor Eric Genrich

Print Name:

Print Title: City of Green Bay Mayor

Print Title:

Date:

Date:

Services Agreement

De Keyser Construction and The City of Green Bay Department of Public Works

This Services Agreement (the “**Agreement**”) sets forth terms under which De Keyser Construction (“**Company**”) shall provide services to the COGB-DPW (City of Green Bay Department of Public Works). This Agreement is effective as of [Date] (“**Effective Date**”).

1. **Services.** Company shall provide Emergency Sewer Repair Services (“**Services**”) to the COGB- DPW as requested by COGB-DPW (“**Statement of Work**”). Company shall perform Services in a prompt manner to address emergency repairs. The COGB- DPW shall assist the Company by promptly providing all information known or available and relevant to the Services in a timely manner.

2. **Independent Capacity.** The parties hereto agree that the Company, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the COGB-DPW. The Company agrees to take such steps as may be necessary to ensure that each subcontractor of the Company will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint ventures, or partner of the COGB-DPW.

3. **Contract Price.** COGB-DPW shall pay to Company all costs for services completed under approved Statements of Work, and as stated in the attached Billing Rates, incorporated as Attachment A. Agreement has no guaranteed spend and is strictly on a as needed basis.

4. **Dates of Performance.** Company will perform services upon receipt of an approved Statement of Work. Company will complete Services by the Completion Date.

5. **Effective Date.** The effective date of this agreement is March 1, 2026.

6. **Change in Services.** The COGB-DPW has the right to change or cancel service requested under this agreement.

7. **Term.** The term of this agreement shall commence on the Effective Date and shall continue until December 31, 2026, unless terminated by either party as set forth in Section 8 of this agreement.

8. **Termination.** COGB-DPW shall have the right to terminate the agreement and any related work in process with thirty days’ written notice to Company. In the event COGB-DPW terminates the agreement prior to completion of Services, COGB-DPW shall pay Company the fees due under the agreement with respect to Services completed as of the date of termination. Upon settlement of funds due to Company, all COGB-DPW provided materials will be returned to COGB-DPW and all COGB-DPW use rights in the work in process as described in Section 9 will be transferred to COGB-DPW. If at any time the Company’s performance threatens the health or safety of the COGB-DPW or the public, the COGB-DPW has the right to terminate the contract without notice. If the Company fails to maintain and keep in force the insurance as required, the COGB-DPW has the right to terminate the contract without notice.

9. **Payment of Services.** In exchange for Company’s Services under this Agreement, the COGB-DPW

shall pay Company the contract price. Company will submit a final invoice to COGB-DPW for all services rendered by the Services Completion Date and COGB- DPW shall pay within 30 days of receipt. In the event of a good faith dispute with regard to an item appearing on an invoice, COGB-DPW shall have the right to withhold payment while the parties attempt to resolve the disputes.

10. **Representations.** Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

11. **Indemnification.** The Company will indemnify, pay the cost of defense including attorney's fees, and save harmless the COGB-DPW and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Company, or of any of its contractors, in prosecuting work under this agreement.

12. **Limitation of Liability.** COGB-DPW WILL NOT BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT COGB-DPW'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID TO COMPANY HEREUNDER.

13. **Confidential Information.** To the extent permitted under Wisconsin law, each Party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other Party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving Party reasonably should know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of like nature.

Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving Party or its representatives); (ii) is available to the receiving Party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving Party without violating its obligations under this Agreement or under any federal or state law.

14. **Compliance with Laws.** Each party shall perform all of its obligations under this Agreement in compliance at all times with all foreign, federal, state and local statutes, orders and regulations, including those relating to privacy and data protection. COGB-DPW may require additional forms and reporting for compliance per city requirements depending on scope of work.

15. **Nonexclusive Contract.** Unless otherwise stated, COGB-DPW reserves the right to purchase work or materials outside of this contract.

16. **Insurance.** Company is to maintain at all times insurance by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A-. Company is to supply a

Certificate of Insurance (COI) to the Purchasing Department prior to commencement of work. COGB-DPW shall be listed as an additional insured on a primary and non-contributory basis. The following are the minimum coverage that must be held by the Company.

A. General Liability

1. Commercial General Occurrence policy:
 - a. Premises and Operations
 - b. Products and Completed Operations
 - c. Advertising and Personal Injury
 - d. Explosion, Collapse and Underground Hazard coverage
 - e. Contractual Insurance in writing under General Liability
 - f. Broad Form Property Damage
 - g. Coverage for Independent Contractors
 - h. Care, Custody and Control coverages for City-owned materials at worksite
 - i. Endorsement naming the City of Green Bay, its employees, agents and assigns as Additional Insureds as respects work performed by the Contractor/Subcontractor for the City/Owner.

2. Limits of Liability:

Bodily Injury/Property Damage Combined Single Limits:	
Per Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury/ Advertising Injury	\$1,000,000
Fire Damage Limit	\$50,000
Medical Payments Limit	\$5,000
General Aggregate	\$2,000,000

B. Automobile Liability

1. Coverages must include the following extensions:
 - Comprehensive Forms
 - a. All Owned Autos
 - b. All Hired Autos
 - c. All Non-Owned Autos
 - d. Mobile Equipment
 - e. Specialized Equipment
 - f. Contractual Insurance

- g. Uninsured Motorists to Limit of Policy
- h. Additional Insured Endorsement naming City of Green Bay, its employees, agents and assigns as additional insureds.

2. Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:	\$1,000,000
	per person/accident
Uninsured Motorists:	\$25,000 per person
	\$50,000 per accident

C. *Worker's Compensation and Employers' Liability Insurance:*

1. Limits of Liability

a. Workers' Compensation	\$1,000,000 per accident
	\$1,000,000 disease policy limit
	\$1,000,000 disease each employee
b. Employers' Liability	\$1,000,000

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 on City of Green Bay property.

17. **General.** Neither party may assign this Agreement without the prior written consent of the other party and any attempt to do so will be void. Any notice or consent under this Agreement will be in writing to the address specified below. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. Any waivers or amendments shall be effective only if made in writing signed by a representative of the respective parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Both parties agree that the Agreement is signed by a duly, authorized company representative authorized to bind the company to its terms and services and no consent from any third party is required.

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

19. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with all laws of the State of Wisconsin without regard to conflicts of law's provisions thereof.

20. **Remedies.** COGB-DPW reserves all remedies available at law or equity for any disputes that arise under this Agreement. In the event of a suit or proceeding under this Agreement, Company agrees to pay all attorneys' fees if the federal or state court renders judgment substantially in COGB-DPW's favor.

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

City of Green Bay

Signature:

Print Name: Mayor Eric Genrich

Print Title: City of Green Bay Mayor

Date:

De Keyser Construction

Signature:

Print Name:

Print Title:

Date: