



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, MARCH 11, 2026, 5:00 PM
Immediately following Parks Committee.

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.

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

C. Approval of the Agenda.

- I. Approval of the agenda for the Wednesday, March 11, 2026, meeting of the Improvement & Services Committee.

D. Approval of Minutes.

- I. Approval of the minutes from the February 25, 2026 Improvement & Services Committee meeting.

E. Regular Business.

1. Consideration with possible action on request by Department of Public Works to accept a National Fish and Wildlife Foundation – National Coastal Resilience Fund grant for Final Design for Community Coastal Hazard Risk Reduction and Restoration in the Fox River (Connect the Bay project) in the amount of \$913,482.15.
2. Consideration with possible action on request by Department of Public Works to purchase yearly structure cast iron castings from Neenah Foundry in the amount of \$74,028.00 for the Sewer Section.
3. Consideration with possible action on request by Department of Public Works to approve a Service Order Agreement with Berners-Schober Associates, Inc. for design and construction administrative services associated with Fire Station 6 HVAC, windows, and SCBA room improvements for an estimated cost of \$75,000.00.
4. Consideration with possible action to authorize the Director of Public Works to sign and submit the 2025 Annual Municipal Separate Storm Sewer System (MS4 Report) to Wisconsin Department of Natural Resources.
5. Consideration with possible action on request by Department of Public Works to approve award of Facility Capital Planning Services to Berners Schober in the amount of \$164,000.00.
6. Consideration with possible action on request by Department of Public Works to award the Annual Wastewater Monitoring services to Badger Laboratories, Inc. in the amount of \$225,000.00.
7. Consideration with possible action on request by Department of Public Works to award contract BRIDGE I-26 MAIN STREET BRIDGE B-5-311 (STRUCTURAL REHABILITATION PHASE I) 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 approve licenses for:

1. Sidewalk Builder

- a. CO Contracting, LLC
- b. J&S Concrete Services, LLC
- c. RG Hendricks Concrete Construction
- d. Verheyen Construction Co.
- e. Dorner Equipment Sales and Service, LLC
- f. Weidner Concrete Construction. LLC

2. Tree & Brush Trimmer

- a. Highway Landscapers, Inc.

9. Consideration with possible action on request by Department of Public Works to award contract RAMPS I-26 PARKING RAMP REPAIRS including all alternate bid items to Cy-Con, Inc. in the amount of \$509,848.00.

10. Consideration with possible action on request by Department of Public Works to award contract PARKS 2-26 "PERKINS PARK-PARKING LOT RESURFACING" to Northeast Asphalt, Inc. in the amount of \$138,992.20.
11. Consideration with possible action on request by Department of Public Works to award of contract PAVEMENT 2-26 OAK STREET RECONSTRUCTION to David Tenor Corporation in the amount of \$921,878.56.
12. Consideration with possible action on request by Department of Public Works to award contract PAVEMENT REPAIR 2026 to Al Dix Concrete, Inc. in the amount of \$1,487,835.00.
13. Consideration with possible action on request by Department of Public Works to award contract SEWERS 2-26 MATHER STREET (INCLUDING WATERMAIN) to David Tenor Corporation in the amount of \$1,429,870.56.
14. Consideration with possible action on request by Department of Public Works to award contract SIDEWALKS 2026 to Martell Construction, Inc. in the amount of \$1,161,075.00.

F. Public Hearings.

G. Informational.

1. Director's Report on recent activities of the Public Works Department.
2. Next Meeting: April 15, 2026.

H. Adjournment.

1. Adjournment of the Wednesday, March 11, 2026, meeting of the Improvement & Services Committee.

- 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

March 11, 2026

PREPARED BY

AGENDA ITEM # D.I

Approval of the minutes from the February 25, 2026 Improvement & Services Committee meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. 02-25-2026



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

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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.

- I. 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.

- I. 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.

- I. 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 McMahon

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-AEBI 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.



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

MEETING DATE

March 11, 2026

PREPARED BY

AGENDA ITEM # E.1

Consideration with possible action on request by Department of Public Works to accept a National Fish and Wildlife Foundation – National Coastal Resilience Fund grant for Final Design for Community Coastal Hazard Risk Reduction and Restoration in the Fox River (Connect the Bay project) in the amount of \$913,482.15.

BACKGROUND

- National Fish and Wildlife Foundation has awarded the City of Green Bay a \$913,482.15 grant through the National Coastal Resilience Fund.
- Grant funds will be used to support the *Final Design for Community Coastal Hazard Risk Reduction and Restoration in the Fox River (WI)* project, aka **Connect the Bay**.
- The project area is approximately ½ square mile located along the lower Bay of Green Bay shoreline and waterfront, east of the Fox River and south of Renard Island.
- Coordination will occur throughout the project between the City and adjacent property owners, McDonald Companies and Brown County Harbor Commission, who is responsible for the lakebed grant area around Renard Island.
- The grant has a local match of \$65,000, with a \$50,000 cash contribution by McDonald Companies, and \$15,000 in-kind by City of Green Bay Public Works and Parks staff.
- City staff are working to develop a memorandum of understanding between the City and McDonald companies to address the cash match commitment, public access and future maintenance responsibilities.
- City staff are working with a consulting company regarding a proposal for the consultant portion of project, which will be brought to future Committee and Council meetings for approval.
- City staff from the Public Works Department will be responsible for grant administration and reporting.

RECOMMENDATION

To accept a National Fish and Wildlife Foundation – National Coastal Resilience Fund grant for Final Design for Community Coastal Hazard Risk Reduction and Restoration in the Fox River (Connect the Bay project) in the amount of \$913,482.15.

FISCAL IMPACT

\$15,000 in-kind services by City DPW staff as part of the total \$65,000 grant match required. City will receive \$43,499.15 for indirect costs under the grant.

ATTACHMENTS

1. 2026 NFWF 87571 Grant Agreement
2. Award notice email_National Fish and Wildlife Foundation Award Agreement #87571
3. Map 1 - Site Location

	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 87571	2. NFWF GRANT ID: 0318.26.087571
		3. UNIQUE ENTITY IDENTIFIER (UEI) ZCUZDCHFP7C6	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) 5%
5. SUBRECIPIENT TYPE State or Local Government		6. NFWF SUBRECIPIENT City of Green Bay	
7. NFWF SUBRECIPIENT CONTACT		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION	
Melissa Schmitz City of Green Bay 100 N. Jefferson Street #300 Green Bay, WI 54301-5026 Tel: 920-448-3040 melissa.schmitz@greenbaywi.gov		Eric Schertler National Fish and Wildlife Foundation 1625 Eye Street, N.W. Suite 300 Washington, D.C. 20006 Tel: 202-857-0166 Eric.Schertler@nfwf.org	
9. PROJECT TITLE Final Design for Community Coastal Hazard Risk Reduction and Restoration in the Fox River (WI)			
10. PROJECT DESCRIPTION Finalize designs that will reduce wave impacts, mitigate flooding, create wildlife habitat, and improve public access to the shoreline at the mouth of the Fox River. Project will expand engagement with regulatory agencies, conduct additional outreach to stakeholders, conduct a benefit cost analysis, and finalize construction documents.			
11. PERIOD OF PERFORMANCE January 2, 2026 to December 31, 2026	12. TOTAL AWARD TO SUBRECIPIENT \$913,482.15	13. TOTAL FED. FUNDS \$913,482.15	14. TOTAL NON-FED. FUNDS N/A
15. FEDERAL MATCH REQUIREMENT N/A		16. NON-FEDERAL MATCH REQUIREMENT \$65,000	
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects the de minimis indirect cost rate that the Subrecipient has elected for which the Subrecipient is eligible pursuant to the Uniform Guidance. The applicable base/modified total direct cost (MTDC) for the rate in Line 4 shall be defined in Section B.4 - Rate Application, of NFWF's Indirect Cost Policy (http://www.nfwf.org/whatwedo/grants/applicants/Pages/indirect-policy.aspx), consistent with the definition of MTDC in the Uniform Guidance §200.68.			
18. TABLE OF CONTENTS			
SEC.	DESCRIPTION		
1	NFWF Agreement Administration		
2	NFWF Agreement Clauses		
3	Representations, Certifications, Obligations, and Other Statements – General		
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General		
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific		
6	Other Representations, Certifications, Statements and Clauses		

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL							
A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. FS END DATE	H. CFDA
National Oceanic And Atmospheric Administration	FC.A087	01/14/2025	NA25NOSX473C0139	\$95,646,313	\$274,044.65	12/31/2029	11.473
National Oceanic And Atmospheric Administration	FC.R537	07/21/2022	NA22NOS4730208	\$96,820,677	\$639,437.50	05/31/2027	11.473

20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print)

D. NAME AND TITLE OF NFWF AWARDOING OFFICIAL
Holly A. Bamford, PhD, Chief Conservation Officer

B. SUBRECIPIENT BY

C. DATE

E. NATIONAL FISH AND WILDLIFE FOUNDATION BY

F. DATE

NFWF prohibits discrimination in all its programs and activities on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, citizen status, disability, sexual orientation, gender identity or expression, pregnancy, child birth or related medical conditions, family responsibilities, matriculation, genetic information, political or union affiliation, veteran status or any other status protected by applicable law ("Protected Categories"). In addition, NFWF prohibits retaliation against an individual who opposes an unlawful educational practice or policy or files a charge, testifies or participates in any complaint under Title VI. NFWF complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer; accordingly, it is NFWF's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Category(ies).

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE
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Reporting Task	Task Due Date
Interim Financial Report	April 2, 2026
Interim Financial Report	July 2, 2026
Interim Programmatic Report	July 2, 2026
Annual Financial Report	July 2, 2026
Interim Financial Report	October 2, 2026
Interim Financial Report	December 15, 2026
Final Programmatic Report	March 31, 2027
Final Financial Report	March 31, 2027



SECTION 1 NFWF AGREEMENT ADMINISTRATION

1.1. Amendments.

During the life of the Project, the NFWF Subrecipient is required to immediately inform in writing the NFWF Grants Administrator of any changes in contact information, Key Personnel, scope of work, indirect cost rate, as well as any difficulties in completing the performance goals articulated in the Project description. NFWF Subrecipients must request an amendment from NFWF upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. NFWF reserves the right to approve, deny and/or negotiate any such request. Alternatively, NFWF may initiate an amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's grants management system.

1.1.1. Budget Amendment Request.

If the NFWF Subrecipient determines that: 1) the amount of the budget is going to change in any one direct cost category by an amount that exceeds 10% of the Award, or 2) there is a need to increase indirect costs, the NFWF Subrecipient must seek prior written approval via an amendment request in NFWF's grants management system.

1.1.2. Extension of Performance Period.

If additional time is needed to complete the approved Project, the NFWF Subrecipient should contact the NFWF Grants Administrator at least 45 calendar days prior to the project period expiration date to initiate the no-cost extension request process in NFWF's grants management system. In addition, if there are overdue reports required, the NFWF Subrecipient must ensure that they are submitted along with or prior to submitting the no-cost extension request.

1.2. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another federal award except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs when authorized by federal statute; (6) Are provided for in the approved budget when required by the federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 3.3 of this Agreement concerning Compliance with Laws.

1.2.1. Documentation and Reporting of Matching Contributions.

The NFWF Subrecipient must retain supporting documentation, including detailed time records for contributed services, original receipts, appraisals of real property, and comparable rentals for other contributed property, at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable federal regulations. The NFWF Subrecipient must report match progress in Payment Requests and Financial Reports.

1.2.2. Assessing Fair Market Value.

Fair market value of donated goods, services and property, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter “OMB Uniform Guidance”), regardless of whether this Agreement is federally funded.

1.3. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must submit to NFWF (1) an original executed copy of this Agreement for the Project; (2) any due financial and programmatic reports; and (3) a complete and accurate Payment Request via NFWF’s grants management system. At any time, NFWF reserves the right to require submission of source documentation, including but not limited to timesheets, cash receipts, contracts or subaward agreements, for any costs where the NFWF Subrecipient is seeking reimbursement by NFWF. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of final reports.

1.3.1. Reimbursements.

NFWF Subrecipient may request funds on a reimbursable basis. Reimbursement requests must include expenditures to date and an explanation of any variance from the approved budget.

1.3.2. Advances.

NFWF Subrecipient may request advance payment of funds prior to expenditure provided that the NFWF Subrecipient: (1) demonstrates an immediate need for advance payment; (2) documents expenditure of advanced funds; 3) maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement; and (4) has established appropriate financial management systems that meet the needs and standards for fund control and accountability. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient’s needs.

1.3.3. Interest.

Any interest earned in any one year on funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the NFWF Subrecipient for administrative expense.

1.4. Reports.

1.4.1. Interim Programmatic Reports.

The NFWF Subrecipient will submit interim programmatic reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim programmatic report shall consist of written statements of Project accomplishments and updated metric values since Project initiation, or since the last reporting period, and shall be submitted via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.2. Interim Financial Reports.

The NFWF Subrecipient will submit interim financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim financial report shall consist of financial information detailing cumulative expenditures made under this Project since Project initiation and shall be uploaded via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.3. Annual Financial Report.

The NFWF Subrecipient will submit annual financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.4.4. Final Reports.

Based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project funds received, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and documenting the accomplishments and metric values achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) photographs as described in Section 1.4.4.1 below. The final reports and digital photo files should be uploaded via NFWF's grants management system. Any requests for extensions of final report submission dates must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance. NFWF may require specific formatting and/or additional information as appropriate.

1.4.4.1. Photographs.

NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report via NFWF's grants management system as individual .jpg files. The Final Programmatic Report narrative should list each photograph, the date the photograph was taken, the location of the photographed image, caption, photo

credit, and any other pertinent information (e.g., species, activity conducted) describing what the photograph is depicting. By uploading photographs to NFWF's grants management system the NFWF Subrecipient certifies that the photographs are unencumbered and that NFWF and Project Funders have a fully paid up non-exclusive, royalty-free, irrevocable, perpetual, worldwide license for posting of Final Reports and for any other purposes that NFWF or the Project Funder determines appropriate.

1.4.4.2. Spatial Data.

The NFWF Subrecipient will submit accurate spatial data with the final report at a resolution that allows NFWF to know exactly where individual on-the-ground project activities occurred. Accurate spatial data are defined as polygon(s) depicting the exact location and boundaries of each on-the-ground conservation practice implemented within the Period of Performance. For projects where the location of activities has changed or was only known approximately at the full proposal stage, grantees will update the spatial data given with the exact location of activities. Updates to spatial data depicting project activities will be submitted through NFWF's online mapping tool. The polygon(s) name(s) shall include the conservation actions that have been completed within that project area. NFWF retains the right to use the spatial data in order to perform spatial analyses and depict the generalized project location on public maps.

1.4.4.3. Monitoring and Other Project Data.

Upon request by NFWF, the NFWF Subrecipient will provide to NFWF raw and/or summary data collected or analyzed as part of the project, for NFWF's use in analyses of program outcomes. The Subrecipient will submit these data, either when available or at project completion, through a cloud-based data sharing platform or another agreed-upon mechanism.

1.4.5. Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.4.5.1. Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective, including but not limited to the objective itself, its schedule and/or the budget. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and/or,

1.4.5.2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or produce more or different beneficial results than originally planned.

1.5. Reports and Payment Requests.

All reports, financial, programmatic, or otherwise, or payment requests under a federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and to provide required certifications as set forth in 2 CFR 200.415, as applicable.

1.6. Record Retention and Access.

1.6.1. Retention Requirements for Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the latest end date of the funding source(s) referenced above in line 19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL or the close-out of all pending matters or audits related to this Agreement, whichever is later. As funding source end dates may be extended over time, the NFWF Subrecipient will be notified of the most up-to-date record retention requirements upon closure of this Award. If any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place or if funding source end date(s) is extended so as to extend the retention period. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition of such real property. For awards solely funded with funding sources with "N/A" listed as the end date, NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the Period of Performance end date, whichever is later.

1.6.2. Access to Records.

NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Agreement. No funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Agreement or otherwise unallowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient shall: (1) abide by all applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2 C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning Compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity, Acknowledgment of Support, and Disclaimers.

2.5.1. Publicity.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications, and other public communications.

2.5.2. Acknowledgment of Support.

The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (2) include the disclaimer provided at Section 2.5.4.

2.5.3. Logo Use.

The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo or marks of any Funding Source.

2.5.4. Disclaimers.

Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or by implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

For Projects funded in whole or part with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges and consents for NFWF and any Funding Source identified in this Agreement to post its final programmatic reports and deliverables on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

Throughout a program or business plan, NFWF engages in monitoring and evaluation to assess progress toward conservation goals and inform future decision-making. These efforts use both data collected by grantees as part of their NFWF grant as well as post-award project data collected by third-party entities commissioned to conduct a program evaluation. The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information

to assist in evaluating the accomplishments of the Project period of five (5) years after the project end date.

2.9. Intellectual Property.

Reports, materials, books, databases, monitoring data, maps and spatial data, audio/video, and other forms of intellectual property created using this grant may be copyrighted or otherwise legally protected by the NFWF Subrecipient or by the author. The NFWF Subrecipient agrees to provide to NFWF and any Funding Source identified in this Agreement a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter the NFWF Subrecipient's intellectual property created using this award for non-commercial purposes in any media – whether now known or later devised – including posting such intellectual property on NFWF's or Funding Source websites and featuring in publications. NFWF retains the right to use project metrics and spatial data submitted by the NFWF Subrecipient to estimate societal benefits that result and to report these results to funding partners on a case-by-case basis as determined by NFWF. These may include but are not limited to: habitat and species response, species connectivity, water quality, water quantity, risk of detrimental events (e.g., wildfire, floods), carbon accounting (e.g., sequestration, avoided emissions), environmental justice, and diversity, equity, and inclusion.

2.10. System for Award Management (SAM) Registration.

The NFWF Subrecipient must maintain an active SAM registration at www.SAM.gov until the final financial report is submitted or final payment is received, whichever is later. If the NFWF Subrecipient's SAM registration expires during the required period, NFWF will suspend payment to the NFWF Subrecipient until the SAM registration is updated.

2.11. Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time, not to exceed three years, after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Agreement.

2.12. Indemnity.

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Agreement.

2.13. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this Agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient

provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Agreement.

2.14. Choice of Law/Jurisdiction.

This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Subrecipient agrees to submit to the exclusive jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Agreement.

2.15. Stop Work.

NFWF may, at any time, by written order to the NFWF Subrecipient, require the NFWF Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 days after the order is delivered to the NFWF Subrecipient. The order shall be specifically identified as a stop-work order issued under this section. Upon receipt of the order, the NFWF Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to this Agreement covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work order is delivered to the NFWF Subrecipient, or within any extension of that period to which the parties shall have agreed, NFWF shall either cancel the stop-work order or terminate the Agreement under section 2.16.

2.16. Termination.

2.16.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Agreement, or any portion thereunder, upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.16.1.1. the NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.16.1.2. the NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

2.16.1.3. suspension or debarment by the Government of the NFWF Subrecipient; or,

2.16.1.4. any breach of the requirements set forth in Section 3.3 of this Agreement concerning Compliance with Laws; or,

2.16.1.5. NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes, in its sole discretion, cannot be mitigated; or,

2.16.1.6. after written notice and a reasonable opportunity, the NFWF Subrecipient is unable to cure a perceived non-compliance with any material term (other than those enumerated at 2.16.1.1 – 2.16.1.5) of this Agreement. The cure period shall be considered the timeframe specified by the Funding Source(s), if

any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Funding Source(s), ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Agreement; or,

2.16.1.7. if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.16.2. Either Party may terminate this Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party.

2.16.3. In the event of termination of this Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.16.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.16.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services, or facilities, except as necessary to complete work as specified in NFWF's notice.

2.16.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

2.16.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts. NFWF will reimburse the NFWF Subrecipient for non-cancelable allowable costs incurred by the NFWF Subrecipient prior to termination that cannot be mitigated. However, the foregoing is subject to the complete reimbursement of such costs by the Funding Source; accordingly, any amounts ultimately not paid, or which are recouped by the Funding Source, are subject to recoupment by NFWF.

2.16.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Agreement, whether completed or in progress.

2.16.3.6. Return to NFWF any unobligated portion of the Award.

2.17. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.18. Severability.

Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.19. Interpretation and Construction.

2.19.1. This Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Agreement and another portion of this Grant Agreement, first the Sections will apply in the following order of precedence: 5, 4, 3, 1, 2 and 6, and then any supplemental attachments.

2.19.2. The title designations of the provisions to this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

2.19.3. Every right or remedy conferred by this Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.19.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.19.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Agreement, the rights and obligations of this Agreement, which by their nature extend beyond its expiration or termination, shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL

3.1. Binding Obligation.

By execution of this Agreement, NFWF Subrecipient represents and certifies that this Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Agreement.

3.3. Compliance with Laws.

3.3.1. In General.

By execution of this Agreement and through its continued performance hereunder, the NFWF Subrecipient represents, certifies and agrees that it is and shall continue to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Agreement.

3.3.2. Compliance with Anti-Corruption Laws.

The NFWF Subrecipient represents, certifies and agrees to ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), or any other applicable anti-corruption laws or regulations (e.g., UK Bribery Act 2010) in the countries in which the NFWF Subrecipient performs under this Agreement.

3.3.3. Compliance with Anti-Terrorism Laws.

The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/aa_sanctions_list.shtml; (3) on the consolidated

list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

3.3.4. Compliance with Additional Laws and Restrictions.

The NFWF Subrecipient represents, certifies and agrees to ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

3.4. Subrecipient Debarment and Suspensions.

By and through NFWF Subrecipient's execution of this Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

3.5. Conflicts of Interest.

By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Agreement, NFWF Subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – GENERAL

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

The NFWF Subrecipient will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable federal regulations. This includes, but is not limited to, the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information. The most recent version of the Electronic Code of Federal Regulations can be found at <https://www.ecfr.gov/>.

4.2. 2 CFR § 200 Subpart F Audits.

It is the responsibility of the NFWF Subrecipient to arrange for audits as required by 2 CFR Part 200, Subpart F – Audit Requirements. The NFWF Subrecipient shall notify NFWF in writing about 2 CFR Subpart F audit findings related to projects funded by NFWF pass-through funds. The NFWF Subrecipient understands that NFWF may require the NFWF Subrecipient to take corrective action measures in response to a deficiency identified during an audit.

4.3. Real and Personal Property.

In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and intangible property acquired or improved with federal funds must be held in trust by the NFWF Subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the NFWF Subrecipient must comply with all use, reporting, and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.329 (Reporting on real property), as applicable.

4.4. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in this Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.5. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts, including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

- I. Trafficking in persons.
 - a. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - c. *Provisions applicable to any recipient.*
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.6. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.7. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.8. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.9. 43 CFR §18 New Restrictions on Lobbying.

By execution of this Agreement, the NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, and certifies to the following statements:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification, as represented by execution of this Agreement, is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. All liability arising from an erroneous representation shall be borne solely by the entity filing that representation and shall not be shared by any entity to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31 of the U.S. Code.

4.10. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

The NFWF Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such

waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The NFWF Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

4.11. Drug-Free Workplace.

The NFWF Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 41 USC Chapter 81 Drug-Free Workplace.

4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020)

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

4.13 Prohibition on Certain Drones and Uncrewed Aerial Systems.

Pursuant to the American Security Drone Act (ASDA), effective December 22, 2025, and implementing guidance or regulations, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to use, operate, purchase, procure, or otherwise acquire any drone or uncrewed aerial systems (UAS) included on the Covered Foreign Entities (CFE) List.

This prohibition applies to both newly acquired UAS and any existing UAS used in connection with activities funded under this Agreement, regardless of whether such systems were acquired prior to the effective date of this provision.

By execution of this Agreement, the NFWF Subrecipient warrants and represents that it has reviewed, or will review, its UAS inventory and any planned acquisitions to ensure compliance with the ASDA and shall take appropriate corrective action if any noncompliant systems are identified. The NFWF Subrecipient shall flow down the requirements of this provision to all subawards, subcontracts, and other lower-tier agreements funded in whole or in part with federal funds under this Agreement.

4.14. Domestic Preference for Procurements.

- a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this agreement, the following definitions apply:

- i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
- ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

NFWF Subrecipient acknowledges that when all or part of this Agreement is funded by a federal award that certain representations, certifications, and other statements relating to the use of such funds or performance of the Project may be necessary. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

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Grant Terms

Department of Commerce (DOC) Compliance Requirements.

The NFWF Subrecipient must comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions Dated October 1, 2024, available at <https://www.commerce.gov/sites/default/files/2024-09/Department%20of%20Commerce%20Federal%20Financial%20Assistance%20Manual%202024-vF.pdf>. See 2 C.F.R. § 200.101(b)(1) (Applicability), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§200.331-333 (Subrecipient monitoring and management). Additionally, the NFWF Subrecipient must flow these requirements down to all subrecipients and contractors, including lower tier subrecipients.

Foreign Air Carrier.

The recipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. 301-10.131 through 301-10.143. If a foreign air carrier is anticipated to be used for any portion of travel under this award the recipient must receive prior approval from NFWF.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

If applicable, and pursuant to the Infrastructure Investment and Jobs Act (“IIJA”), Pub.L. No. 117-58, which includes the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11, recipients of an award of Federal financial assistance from the Department of Commerce (DOC) are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the

project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. This requirement also applies to subrecipients.

Waivers: When necessary, recipients may apply for, and DOC may grant, a waiver from these requirements. DOC will notify the recipient for information on the process for requesting a waiver from these requirements. When DOC has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which DOC determines that: a. applying the domestic content procurement preference would be inconsistent with the public interest; b. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. DOC will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at whitehouse.gov/omb/management/made-in-america.

Definitions: “Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. “Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States. “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy. “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States. -- 1 Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives. 2 IIA, § 70917(c)(1).

Implementation of Domestic Sourcing Requirements

Prior to initiation of any construction that may arise in this award, the NFWF Subrecipient is required to inform NFWF whether it is using iron, steel, manufactured products, or construction materials as described in "Required Use of American Iron, Steel, Manufactured Products, and Construction Materials" above. In addition, the NFWF Subrecipient is required to inform the NFWF whether those materials are produced or manufactured in the United States, or alternatively, it is requesting one or more waivers, as described in the award condition.

Field Work.

The NFWF Subrecipient is required to follow recognized best practices for minimizing impacts to the human and natural environment when applicable and will provide for safety in their projects as needed, including addressing the safety of personnel, associates, visitors, and volunteers in their projects. In addition, any use of unoccupied aircraft systems in projects under this award must be in compliance with all applicable Federal Aviation Administration regulations, and any other applicable federal, state, or local regulations.

In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the NFWF Subrecipient to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the NFWF Subrecipient to ensure that any SCUBA diving activities under this award meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

Equipment Reporting.

Equipment or supplies (aggregate supplies, not per unit) at a cost of \$10,000 or greater per unit value, including its fair market value, must be inventoried at least once every two years and at award closeout (2 CFR 200.313). NFWF Subrecipients may use the outdated SF-428 form series to report on tangible property or submit their own customized report including a description of federally owned equipment, identification information, acquisition cost, and acquisition date. More guidance on property definitions and forms is posted online at coast.noaa.gov/funding/forms.html.

Data Sharing Directive.

The Data and Publication Sharing Directive for NOAA Grants, Cooperative Agreements, and Contracts ensures that environmental data funded extramurally by NOAA are made publicly accessible in a timely fashion (typically within two years of collection), and that final manuscripts of peer-reviewed research papers are deposited with the NOAA Central Library (upon acceptance by the journal, or no later than at time of publication). Therefore, non-Federal entities, or recipients, must make data produced under financial assistance publicly accessible in accordance with the Data Management Plan included with the Proposal, unless the grant program grants a modification or an exemption. The text of the Directive is available at <https://nosc.noaa.gov/EDMC/PD.DSP.php>.

- a) Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards;

data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered “experimental products” and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.

- b) Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
- c) Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."
- d) Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.
- e) Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.
- f) Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.
- g) Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

Scientific Integrity.

- a) *Maintaining Integrity.* The NFWF Subrecipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of

scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.

- b) *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.
- c) In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the NFWF Subrecipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <https://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.
- d) *Primary Responsibility.* The NFWF Subrecipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
- e) By executing this grant, financial assistance award, or cooperative agreement the NFWF Subrecipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.
- f) The NFWF Subrecipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

Invasive Species Control.

Pursuant to Executive Order # 13112, recipients of NOAA funding cannot implement any actions that are likely to cause or promote the introduction or spread of invasive species, and should provide for restoration of native species and habitat conditions in ecosystems that have been invaded. The NFWF Subrecipient is expected to take positive steps to prevent the introduction of invasive species, provide for control of invasive species, and minimize the economic, ecological, and human health impacts that invasive species cause. Where possible and/or practicable, the NFWF Subrecipient should also respond rapidly to and control populations of invasive species in an environmentally sound manner, promote public education on invasive species, and conduct post-construction monitoring to ensure that impacts on native species did not occur (as applicable). NOAA can provide additional guidance on the detection, control and prevention of invasive species impacts upon request.

Grant Terms

Department of Commerce (DOC) Compliance Requirements.

The NFWF Subrecipient must comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions Dated November 12, 2020, available at http://www.osec.doc.gov/oam/grants_management/policy/. See 2 C.F.R. § 200.101(b)(1) (Applicability), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§200.331-333 (Subrecipient monitoring and management). Additionally, the NFWF Subrecipient must flow these requirements down to all subrecipients and contractors, including lower tier subrecipients.

Field Work.

The NFWF Subrecipient is required to follow recognized best practices for minimizing impacts to the human and natural environment when applicable and will provide for safety in their projects as needed, including addressing the safety of personnel, associates, visitors, and volunteers in their projects. In addition, any use of unoccupied aircraft systems in projects under this award must be in compliance with all applicable Federal Aviation Administration regulations, and any other applicable federal, state, or local regulations.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

If applicable, and pursuant to the Infrastructure Investment and Jobs Act (“IIJA”), Pub.L. No. 117-58, which includes the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11, recipients of an award of Federal financial assistance from the Department of Commerce (DOC) are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an

integral part of the structure or permanently affixed to the infrastructure project. This requirement also applies to subrecipients.

Waivers: When necessary, recipients may apply for, and DOC may grant, a waiver from these requirements. DOC will notify the recipient for information on the process for requesting a waiver from these requirements. When DOC has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which DOC determines that: a. applying the domestic content procurement preference would be inconsistent with the public interest; b. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. DOC will provide instructions on the format, contents,

and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [whitehouse.gov/omb/management/made-in-america](https://www.whitehouse.gov/omb/management/made-in-america).

Definitions: “Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. “Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States. “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy. “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States. --
1 Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives. 2 IIA, § 70917(c)(1).

Implementation of Domestic Sourcing Requirements

Prior to initiation of any construction that may arise in this award, the NFWF Subrecipient is required to inform NFWF whether it is using iron, steel, manufactured products, or construction

materials as described in "Required Use of American Iron, Steel, Manufactured Products, and Construction Materials" above. In addition, the NFWF Subrecipient is required to inform NFWF whether those materials are produced or manufactured in the United States, or alternatively, it is requesting one or more waivers, as described in the award condition.

Data Sharing Directive.

The Data and Publication Sharing Directive for NOAA Grants, Cooperative Agreements, and Contracts ensures that environmental data funded extramurally by NOAA are made publicly accessible in a timely fashion (typically within two years of collection), and that final manuscripts of peer-reviewed research papers are deposited with the NOAA Central Library (upon acceptance by the journal, or no later than at time of publication). Therefore, non-Federal entities, or recipients, must make data produced under financial assistance publicly accessible in accordance with the Data Management Plan included with the Proposal, unless the grant program grants a modification or an exemption. The text of the Directive is available at <https://nosc.noaa.gov/EDMC/PD.DSP.php>.

- a. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.
- b. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
- c. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."

- d. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.
- e. Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.
- f. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.
- g. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

Scientific Integrity.

- a. *Maintaining Integrity.* The NFWF Subrecipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.
- b. *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with

the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

- c. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the NFWF Subrecipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <https://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.
- d. *Primary Responsibility.* The NFWF Subrecipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
- e. By executing this grant, financial assistance award, or cooperative agreement the NFWF Subrecipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.
- f. The NFWF Subrecipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

SECTION 6 OTHER REPRESENTATIONS, CERTIFICATIONS, STATEMENTS AND CLAUSES

NFWF Subrecipient acknowledges that all or part of this Agreement may be funded by a non-federal source that requires certain representations, certifications, and other statements relating to the use of such funds or performance of the Project. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

None.

From: easygrants@nfwf.org
To: [Melissa Schmitz](#)
Subject: [EXTERNAL] National Fish and Wildlife Foundation Award Agreement #87571
Date: Monday, February 2, 2026 2:59:19 PM
Attachments: [NFWF Subrecipient FFATA Form.docx](#)
[NFWF Vendor Setup Form with Instructions.pdf](#)

Caution: This email originated from a sender outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Melissa Schmitz:

We are pleased to advise you that the Board of Directors of the National Fish and Wildlife Foundation has approved an award of \$913,482.15 to your organization to support the Final Design for Community Coastal Hazard Risk Reduction and Restoration in the Fox River (WI) project.

You can review and print your agreement by logging into Easygrants at easygrants.nfwf.org. If you have forgotten your login credentials, you can request them from the login page. The "Execute Award Agreement" task and its due date will appear on your home page. Click the "Execute Award Agreement" task link to begin.

Once an authorized representative of your organization/entity has signed and dated the agreement, return the signed copy to NFWF by scanning and emailing it to the Grant Administrator at the email address indicated in the agreement. Upon countersignature, we will email you a scanned copy of the fully executed original award agreement. Any performance or costs incurred prior to the execution of the Award Agreement are done at your organization's own risk.

In addition, note two documents attached to this email that may require your attention. First, if you have not already done so, please complete the attached NFWF New Vendor Setup Form and email it back to your Grant Administrator with the signed agreement. Note that you must include a copy of your most recent W-9 or W-8 with your New Vendor Setup Form.

Lastly, **if your award includes \$30,000 or more in federal funds**, NFWF requires additional information to satisfy the requirements of the Federal Funding Accountability and Transparency Act of 2006. Please complete, sign, and return the attached NFWF Subrecipient FFATA Form with your signed agreement.

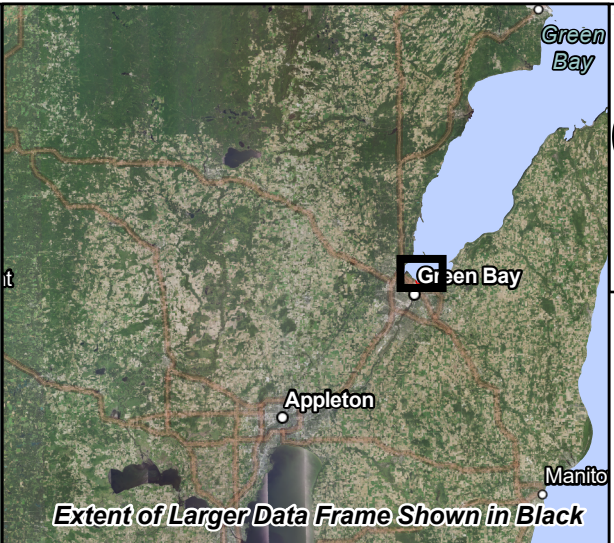
If you have any questions regarding the agreement or attached documentation, please contact the Grants Administrator listed in the agreement.

Thank you,
National Fish and Wildlife Foundation



Legend

Area of Investigation (+/- 246 acres)





GEI Consultants

3159 Voyager Drive
Green Bay, WI 54311
www.geiconsultants.com

SITE LOCATION AND AERIAL IMAGERY

CITY OF GREEN BAY
COMMUNITY COASTAL HAZARD RISK REDUCTION
MOUTH OF FOX RIVER, BROWN COUNTY, WISCONSIN

Drawn: RCS 5/5/2025
Approved: ACT 5/5/2025
Scale: As Shown
Project Number: 2400860
Page 1 of 1



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

MEETING DATE

March 11, 2026

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on request by Department of Public Works to purchase yearly structure cast iron castings from Neenah Foundry in the amount of \$74,028.00 for the Sewer Section.

BACKGROUND

This is an annual purchase that the Department of Public Works requests so cast iron castings are available throughout the year for sewer maintenance and projects. A five year contract was awarded by council on December 6, 2022 and is valid until December 2027.

RECOMMENDATION

To approve a recommendation from the Department of Public Works to purchase yearly structure cast iron castings from Neenah Foundry in the amount of \$74,028.00.

FISCAL IMPACT

\$74,028.00, the items are included in the Stormwater Utility and Sanitary Sewer Utility Materials and Supplies budget.

ATTACHMENTS

- I. Q00232770

QUOTATION

Q00232770

CITY OF GREEN BAY
100 N JEFFERSON ST
GREEN BAY, Wisconsin 543015006
United States

Attn: Scott LeGrave
Phone: 920-609-6331
Mobile Phone:
Email: scott.legrave@greenbaywi.gov

NEENAH
FOUNDRY

EST. 1872

PHONE: | FAX:
darik.buss@neenahfoundry.com

Date: Feb 18, 2026
Job Name: City Stock Order Feb 2026
Job Location: Green Bay, WI
Expiration Date: Feb 25, 2026
Bid Date: Feb 18, 2026

We are pleased to submit the following quotation in accordance with your request.

Line	Quantity	Catalog	Description	Sales Price	Total Price
1	1 EA	1689-W	FRAME--TYPE-A--NON-ROCKING SEAT--GI CLASS 35B--AA 23-3/8, BB 1-1/2, LTRD. 'NEENAH FOUNDRY CO'--'AASHTO M306 CLASS 35B', 'MADE IN USA'	\$245.00	\$245.00
2	1 EA	1050	R-1550 Storm Cover: 1050-0009 SOLID LID--TYPE-B--NON-ROCKING SEAT--GI CLASS 35B--23 X 1-1/2	\$160.00	\$160.00
3	3 EA	1550	R-1550 NonRocking Gasketed Lid: 1550-0050 SOLID LID--TYPE-B--NON-ROCK T-SEAL,AC--GI CLASS 35B--23 X 1-13/32 PLUS 3/32 GSKT., FINAL B DIM 1-1/2	\$179.00	\$537.00
4	15 EA	1110	R-1110 NonRocking Frame: 1110-0003 FRAME--TYPE-A--NON-ROCKING SEAT--GI CLASS 35B--AA 22-1/4, BB 1-1/2	\$474.00	\$7,110.00
5	173 EA	1090	R-1090 NonRocking Gasketed Lid: 1090-0084 SOLID LID--TYPE-B--NON-ROCK MACH SELF-SEAL--GI CLASS 35B--22 X 1-1/2	\$189.00	\$32,697.00
6	2 EA	3067	R-3067 Inlet Frame: 3067-2000 INLET FRAME--TYPE-N--REGULAR SEAT--GI CLASS 35B--AA 18 X 35-3/4, BB 2, FOUR SIDED SEAT SUPPORT	\$286.00	\$572.00
7	12 EA	3067	R-3067 Grate Type R: 3067-0004 GRATE--TYPE-R--REGULAR SEAT--GI CLASS 35B--17-3/4 X 35-1/4 X 2, DIAGONAL BAR	\$208.00	\$2,496.00
8	5 EA	3237	R-3237 Curb Box: 3237-0001 CURB BOX--TYPE-N--GI CLASS 35B--ROLL CURB TYPE	\$312.00	\$1,560.00
9	5 EA	3236	R-3236 Grate Type C: 3236-0002 GRATE--TYPE-C--REGULAR SEAT--GI CLASS 35B--18-5/8 X 22-1/4 X 2	\$623.00	\$3,115.00

QUOTATION

**NEENAH
FOUNDRY**

Q00232770

EST. 1872

Line	Quantity	Catalog	Description	Sales Price	Total Price
10	27 EA	3070	R-3070 Standard Inlet Frame: 3070-0010 INLET FRAME--TYPE-N--REGULAR SEAT--GI CLASS 35B--AA 17-3/8 X 20-1/4, BB 2, 4 SIDED SEAT SUPPORT	\$308.00	\$8,316.00
11	26 EA	3070	R-3075 Curb Box: 3070-0007 CURB BOX--TYPE-N--3 INCH RADIUS - OPEN--GI CLASS 30	\$195.00	\$5,070.00
12	5 EA	1710	R-1979 3" Adjusting Ring: 1979-0119 ADJUSTING RING--TYPE-N--NON-ROCKING SEAT--GI CLASS 35B--AA 22-1/4, BB 1-1/2, F 4-1/2, M 3, N 22	\$490.00	\$2,450.00
13	5 SETS	3501-P	R-3501 Roll Frame and Roll Grate ROLL FRAME--TYPE-N--REGULAR SEAT--GI CLASS 35B--AA 19-3/8 X 26, BB 1-3/4 ROLL GRATE--TYPE-C--REGULAR SEAT--GI CLASS 35B--19 X 25-3/4 X 1-3/4--'DUMP NO WASTE' 'DRAINS TO WATERWAY'	\$540.00	\$2,700.00
14	25 EA	1100	1100-0003 8" NonRocking Lid FRAME--TYPE-A--NON-ROCKING SEAT--GI CLASS 35B--AA 22-3/8, BB 1-1/2	\$280.00	\$7,000.00

Quotation Comments:

TOTAL ESTIMATED WEIGHT: 37,161 lbs
(Excluding Skids)

TOTAL QUOTATION VALUE: \$74,028.00
(Freight Included)

TERMS & CONDITIONS

SELLER'S ACCEPTANCE OF ANY ORDER BY BUYER IS EXPRESSLY CONDITIONED ON BUYER'S ACCEPTANCE OF THE TERMS SET FORTH IN THE NEENAH FOUNDRY COMPANY TERMS & CONDITIONS OF SALE (available at [https://neenahfoundry.com/legal/\('T&Cs'\)](https://neenahfoundry.com/legal/('T&Cs'))). The Parties agree that the T&Cs are hereby incorporated herein by reference with the same force and effect as though fully set forth herein.

Notwithstanding any contrary provision in the incorporated Terms and Conditions, this quote shall expire after 7 days from the date of issuance. All orders are subject to review of buyer's credit status. Standard terms for qualified customers are Net 30 Days. Prices do not include tax. If tax exempt, please provide a sales tax exemption certificate at time of order or any applicable tax will be charged.

Orders of 10,000 lbs or more ship FFA. Jobsite Deliveries may incur additional fees.

FOB Origin Pre-pay & Allow

NEENAH FOUNDRY COMPANY

BY _____

Darik Buss

Inside Sales Representative

QUOTATION

Q00232770





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

MEETING DATE

March 11, 2026

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on request by Department of Public Works to approve a Service Order Agreement with Berners-Schober Associates, Inc. for design and construction administrative services associated with Fire Station 6 HVAC, windows, and SCBA room improvements for an estimated cost of \$75,000.00.

BACKGROUND

Fire Station 6 windows and doors are beyond their useful life and in need of replacement. Improper door types are also contributing to balancing issues with the HVAC system. In conjunction with addressing the HVAC balancing issues, modifications to the existing HVAC system to address humidity issues are included in the project. Further, a new SCBA washer will be purchased for Station 6; this project includes design of modifications to the existing spaces to accommodate the new equipment.

RECOMMENDATION

- I. DPW recommends using the master agreement with Berners-Schober and Associates for these professional services.

FISCAL IMPACT

Bonded monies will be used for this contract.

ATTACHMENTS

- I. 26CGB0100_B221_SO_2026-02-09

 AIA[®] Document B221[™] – 2018**Service Order** for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 001 made as of the Ninth day of February in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

CITY OF GREEN BAY
100 North Jefferson Street
Green Bay, WI 54301
920-448-3000

and the Architect:
(Name, legal status, address, and other information)

BERNERS-SCHOBER ASSOCIATES, INC.
310 Pine Street
Green Bay, WI 54301
9204324865

for the following **PROJECT**:
(Name, location, and detailed description)

Fire Station 6 Remodel
1701 W Mason St
Green Bay, WI 54303

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the First day of January in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

form a Service Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121[™]–2018, Standard Form of Master Agreement Between Owner and Architect

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 SERVICES UNDER THIS SERVICE ORDER
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 COMPENSATION
- 5 INSURANCE
- 6 PARTY REPRESENTATIVES
- 7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

Construction drawing package to include the following: Code Review of windows necessary for sleeping quarters, replacement of exterior wall vision windows as they exist 2.9.2026, replacement of patio door, replacement of (4) aluminum framed exterior entry doors, replacement of fire separation doors between the apparatus room and the living areas, replacement of (2) interior toilet room doors from meeting room to park shelter toilets, design of reheat system for kitchen/dormitory, study of layout of apparatus room including possible extension into south side equipment room and storage areas as required to fit the new owner purchased equipment Air One Washer. Redesign includes minor mechanical systems relocations. Overall scope opinion of probable cost is \$490,000.00.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

Opinion of probable cost of construction at complete CDs

Matterport scanning of apparatus room

Facilitating "Page Turn" Review meeting of final drawings/specs - virtual or in-person

Attending Pre-Bid Tour

Attending Pre-Construction meeting final Inspection at completion of construction work

Bid Drawings will be produced, including a Project Manual utilizing typical City Front-End documents and necessary technical sections as well as drawings

DPW will facilitate public bidding. Berners-Schober will write Owner-Contractor agreement and turn over to DPW for obtaining signatures

Pre-Design services will include vetting minimum requirements for code compliance and meeting the intent of the AHJ

Construction administration services will include shop-drawing review and conflict resolution as needed. City Services typically do not include during-construction site visits; this is available upon request.

§ 2.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

N/A

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

January 04, 2027

- .2 Substantial Completion date:

TBD

- .3 Schedule:

Design Development Touch-base - June 1, 2026

Owner Review and walk through of drawings - August 4, 2026

Bid Documents ready for release - September 15, 2026

Commencement of Construction - TBD (January 3, 2027)

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum

(Insert amount)

- .2 Percentage Basis

(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

- .3 Other

(Describe the method of compensation)

Professional services shall be billed hourly with and estimated cost of \$75,000.00

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

Reimbursable expenses will be invoiced in addition to professional fees. We recommend an allowance of \$3,000 to be budgeted for such expenses. These expenses include, but are not limited to instruments of service, printing/handling/postage, approval fees, travel and subsistence.

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget

for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:

(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

N/A

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.

(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage

Limits

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

(List name, address, and other information.)

Trista Hobbs
100 N Jefferson St, Rm 300
Green Bay, WI 54301
(920) 448-3114
trista.hobbs@greenbaywi.gov

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

(List name, address, and other information.)

Steve Srubas
310 Pine Street
Green Bay, WI 54301
9204324865
ssrubas@bsagb.com

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

- .1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;
- .2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)
- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of this Service Order.)

This Service Order entered into as of the day and year first written above.

OWNER (Signature)

BY: James Burnette, City Engineer

(Printed name and title)

ARCHITECT (Signature)

BY: Ian W. Griffiths, President

(Printed name, title, and license number if required)





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

MEETING DATE

March 11, 2026

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action to authorize the Director of Public Works to sign and submit the 2025 Annual Municipal Separate Storm Sewer System (MS4 Report) to Wisconsin Department of Natural Resources.

BACKGROUND

The City of Green Bay is required to submit an annual report to Wisconsin Department of Natural Resources by March 31 of each year to report on compliance activities relevant to the City's municipal separate storm sewer system. A complete copy of the Draft 2025 Annual MS4 Report can be found on the City's website by searching for MS4 Annual Report. The City is accepting public comment on the draft annual MS4 report and the City's stormwater management program in accordance with the City's MS4 permit.

RECOMMENDATION

To approve the Director of Public Works to sign and submit the 2025 Annual MS4 Report to Wisconsin Department of Natural Resources in accordance with the WDNR MS4 Permit requirements.

FISCAL IMPACT

None. The work to complete the annual MS4 report is included within the Stormwater Utility budget.

ATTACHMENTS

- I. 2025 MS4 Annual Report Highlights



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

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

TO: Valerie Joosten – Director of Public Works

FROM: Adam Meade – Stormwater Engineering Technician

DATE: March 3, 2026

RE: 2025 MS4 Annual Report Highlights

The City of Green Bay is required to submit an annual Municipal Separate Storm Sewer System (MS4) report to the Wisconsin Department of Natural Resources (WDNR) by March 31 each year to remain in compliance with its MS4 permit. The current MS4 General Permit, originally set to expire on April 30, 2024, has been administratively extended until Spring 2026 pending WDNR issuance of a new permit. This memorandum summarizes key MS4 activities completed in 2025, as documented in the 2025 MS4 Annual Report.

- **Illicit Discharge Detection and Elimination (IDDE):**

- In 2025, the City completed its sixteenth year of outfall field screening. A total of 114 major and minor outfalls were inspected out of the City's 358 total outfalls. An attached map shows outfall sampling locations from 2019–2025, with detailed inspection reports maintained in DPW files. No illicit discharges were found during outfall screening.
- One illicit discharge was identified at a Village of Bellevue stormwater pond following notification from the Village of Bellevue regarding an odor and greyish discharge from the City's storm sewer. The greyish discharge was found to be coming from grease buildup in a private storm sewer lateral connection. WDNR and the responsible business were notified, and corrective action was taken to eliminate the issue. No cross connections were found so the City suspects the grease was historical build-up.

- **Adopt a Pond & Inlet Program:**

In 2025, the City enhanced both programs to strengthen community involvement in stormwater stewardship. A GIS StoryMap was developed for the Adopt-a-Pond program, allowing residents to view available ponds within their neighborhoods. In addition, online registration and reporting portals were created for both programs to streamline enrollment and improve tracking of cleanup efforts.

- Three families enrolled in the Adopt-a-Pond program and two families participated in the Adopt-an-Inlet program. Volunteers remained active throughout the year, and both programs will continue to be promoted in 2026 to increase participation and community engagement.

- **Public Education & Outreach:**

- The City of Green Bay partnered with the City of De Pere Department of Public Works and NEWSC to host a winter educational webinar focused on salt use, brine application, and best

management practices to minimize chloride impacts on water quality. The webinar was attended by 30 residents.

- DPW staff also participated in the Broadway Farmers Market, where staff engaged residents in discussions about stormwater runoff, pollution prevention practices for homeowners, and promoted the Adopt-an-Inlet and Adopt-a-Pond programs.

- **Stormwater Best Management Practices (BMPs):**

- The City owns and manages 62 structural stormwater BMPs designed to reduce pollutant loading and mitigate localized flooding. These facilities include dry and wet detention ponds, proprietary sedimentation devices, permeable pavers, underground storage, and vegetated swales. Annual inspections are conducted to ensure proper function, with City staff performing routine maintenance such as mowing, trash removal, and tree removal as needed. Additionally, the City contracted with McMahon and NES to manage vegetation—including mowing, herbicide application, native plantings, and prescribed burns—at 24 stormwater facilities. The City contracted with a trapper to manage muskrats, which can damage a ponds liner.

- **Street Sweeping & Leaf Collection:**

- DPW operations continued street sweeping and spring/fall leaf collection programs in 2025 to improve street cleanliness and reduce stormwater pollution. The street sweeping program removed a total of 2,109 tons of material, while the leaf collection program collected 82,770 cubic yards of leaf and yard waste over the course of the year.

- **Sediment & Erosion Control:**

- The City conducted 131 sediment and erosion control inspections in 2025. In 2024, the City developed a GIS based erosion control inspection tracking program, which was used in 2024 to record and track inspections ensuring all construction projects were inspected within regulatory timeframes.

- **Private Stormwater Facility Inspections:**

- Utility Division staff completed 46 inspections of privately owned stormwater management practices, with many properties containing multiple BMPs. As a result of these inspections, six corrective action letters were issued to property owners. While the City has authority to perform maintenance when property owners fail to comply, this enforcement measure was not required in 2025. Staff continue to work cooperatively with property owners to ensure maintenance needs are addressed.

- **Illicit Discharge Complaints:**

- City staff responded to 10 illicit discharge complaints in 2025. Reported discharges included fats, oils, and grease (FOG), chlorine, hydraulic fluid, and motor oil. All reported incidents were investigated and resolved.

- **Training & Professional Development:**

- City staff attended the Fox-Wolf Watershed Alliance Conference on March 4–5, 2025. Conference topics included stormwater management, green infrastructure, sustainability, permitting, and legislation. Additionally, DPW staff presented on erosion control tracking using GIS, the MS4 Audit, and the Seymour Park flood mitigation project.



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

MEETING DATE

March 11, 2026

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on request by Department of Public Works to approve award of Facility Capital Planning Services to Berners Schober in the amount of \$164,000.00.

BACKGROUND

The City solicited proposals from six firms to provide Facilities Capital Planning Services and received two proposals. Proposed services include evaluation of facility condition, functionality, and lifecycle needs to support budgeting, prioritization, and long-range planning. The project will develop a prioritized, multi-year Capital Improvement Plan (CIP) to include 5-year, 10-year, and 20-year planning horizons for key City facilities.

- a. The qualifications and experience of the proposed team more closely aligned with the scope of work and included representation from all major building disciplines.
- b. BSA's team includes a broader range of specialty disciplines including structural, plumbing, and mechanical expertise.
- c. BSA's proposed schedule allotted time for both a draft and final report; allowing for City review and input prior to finalization.
- d. While BSA's total proposed fee is higher than the competing proposal, the total number of hours allocated to the project is significantly greater and includes participation from all relevant building disciplines. The average hourly cost is approximately 60% of the hourly rate proposed by ISG. In addition, the absence of structural, plumbing, and mechanical disciplines in ISG's proposal raises concerns regarding the thoroughness of the evaluation and the potential for additional costs associated with "as-needed" services.

RECOMMENDATION

The Department of Public Works recommends awarding the contract for Facilities Capital Planning Services to Berners Schober.

FISCAL IMPACT

Funding for this project is available within the 2026 Facilities & Bridges Consultant Services budget.

ATTACHMENTS

- I. Berners Schober_CITYGB Facilities Planning Services

bernersch■ber

COVER LETTER

Dear Ms. Hobbs and Selection Committee,

Berners Schober (BSA) is pleased to submit our proposal to provide Facilities Capital Planning Services for the City of Green Bay. We sincerely appreciate the opportunity to continue supporting you and your team in the thoughtful stewardship of the City's facilities.

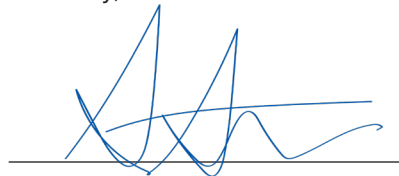
Since our initial Evaluation of City-Owned Facilities in 2015 — and subsequent updates in 2022 — we have had the privilege of working alongside City staff on numerous projects. Through our work, we have gained a strong understanding of the buildings themselves, as well as the operational realities and expectations placed on them. At the same time, we recognize that facilities, staffing needs, funding priorities, and community expectations evolve. This Facilities Capital Plan represents an important opportunity to reassess, validate, and strategically prioritize the City's investments for the years ahead.

Our approach builds upon prior assessments while conducting updated evaluations of facility condition and functional adequacy. We will engage City stakeholders to confirm current needs, identify emerging challenges, and ensure the resulting plan reflects how these facilities truly function today. The final document will provide a clear, defensible, and implementable framework to guide 5-, 10-, and 20-year planning, aligned with the City's mid-July budget and Capital Improvement Plan process.

Berners Schober brings a fully integrated in-house architecture and engineering team experienced in municipal facility assessments and capital planning. Our familiarity with the City's facilities allows us to work efficiently and responsibly, while our structured methodology ensures a fresh, objective, and data-driven analysis. Capital planning data developed through this process can be formatted to align with the City's existing FaciliCAD platform, maintaining continuity between planning and long-term asset management. FaciliCAD licensing and maintenance services will remain separate from this proposal in accordance with the City's existing agreement.

We value the trust the City has placed in our team over the years and welcome the opportunity to continue earning that trust through this effort. Thank you for your consideration. We look forward to working with you to develop a practical and actionable Facilities Capital Plan that serves City staff and residents well into the future.

Sincerely,



Steve Srubas AIA

DIRECTOR OF DESIGN / ARCHITECT

D 920.569.8664

ssrubas@bsagb.com

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FIRM OVERVIEW



WHO WE ARE

Berners Schober is a full-service architectural, engineering, and interior design firm, founded in 1898. Today, we have offices in both Illinois and Wisconsin and an integrated team of over 60. Our skilled personnel and breadth of experience enables us to tackle projects of various sizes and complexity. We regularly serve medical, educational, municipal, recreational, religious and commercial clients.

125+
YEARS IN
BUSINESS

CREATE SPACES THAT INSPIRE

We believe originality and functionality are always required, knowing that stability is the true driver of innovation. We proudly stand behind every building, every structure, and every detail of our work, cherishing the responsibility to create memorable, long-lasting, and engaging buildings. Our structures are timeless, often becoming landmarks beloved by the communities, organizations, and companies they serve.

60+
EMPLOYEES

DESIGN WITH INTEGRITY & PURPOSE

Good architecture is designed for the past, present and future. It enhances its surroundings. It brings out the best in its occupants. And it lasts through unlimited uses. We hold ourselves to the highest standards because good architecture pushes boundaries. It takes the right risks, and it changes the way we think about a building. That being said, cleverness and ingenuity are only possible when they grow from a solid foundation. Knowing what's realistic, what people want, and what will help them thrive drives every decision we make.

2
STATES

DESIGN TO ADAPT, BUILD TO LAST

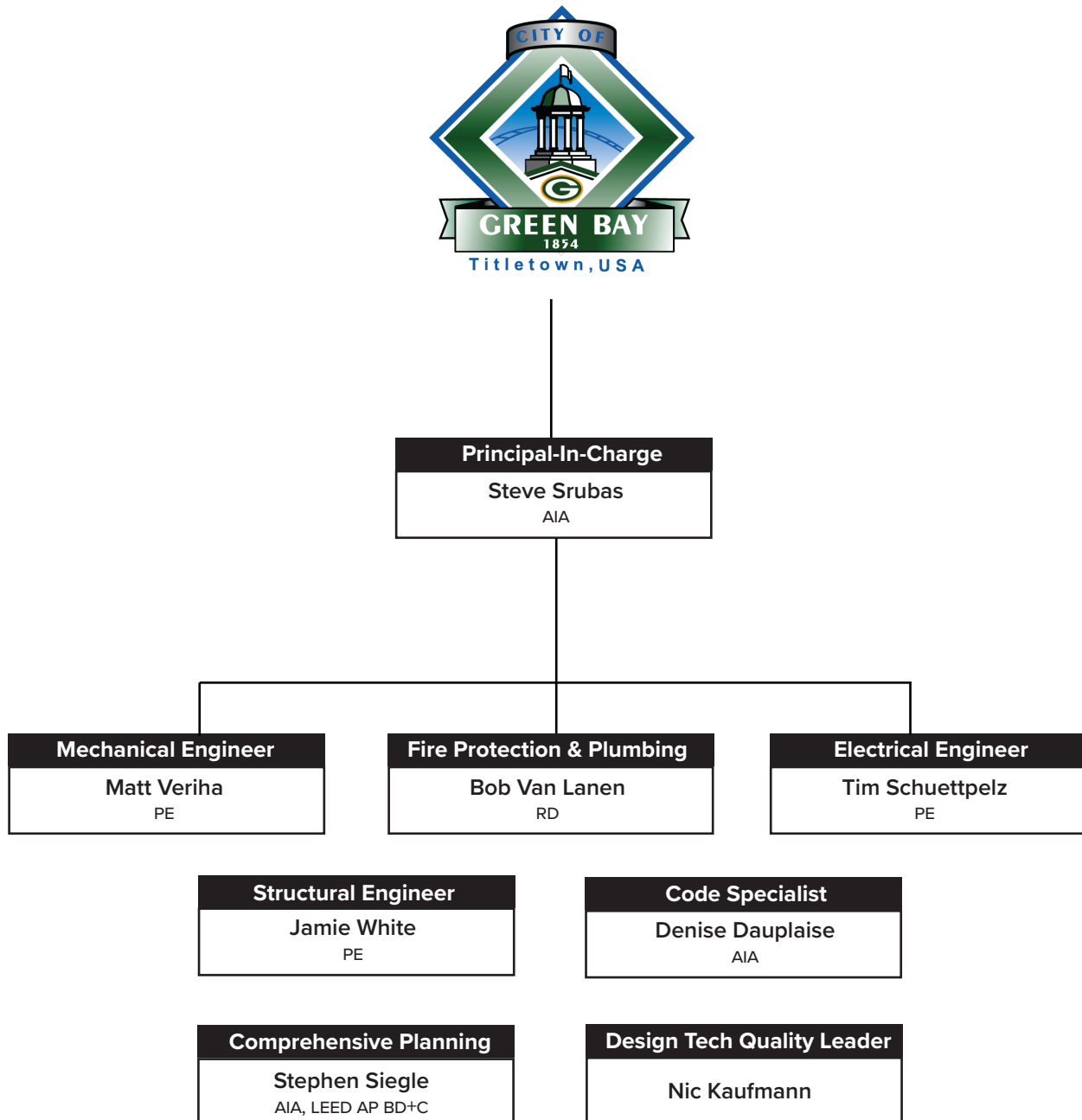
We measure our success on the impact our buildings have in their communities. They are places to heal. Places to worship. Places to socialize. Places to work. Places to learn. Our greatest honor is being able to positively impact people's lives through architecture.

1
INTEGRATED
TEAM

RELEVANT EXPERIENCE

Client Name	Project Name
Dept. of Veterans Affairs Great Lakes Health System	Update Facility Master Plan
The Salvation Army (Green Bay)	Union Court Replacement Building Study
YMCA (Green Bay)	Facility Assessments
University Village Housing, Inc.	UWGB Building Assessments
Wisconsin Public Service Corporation	Wausau Building Assessment
The Salvation Army (Manitowoc)	Prototype Facility Study
The Salvation Army (Green Bay)	Facilities Assessment and Space Needs Study
Holy Cross Church	Holy Cross Church Facility Assessment
Door County Medical Center	Facility Assessment
HSHS St. Mary's Hospital (SMGB)	Liebertas Facility Assessment
Unified School District of De Pere	High School Interior Design Master Plan
HSHS St. Francis Hospital (SFL)	MEP Facility Assessment
Shelby Memorial Hospital	Shelbyville Facility Assessment
National Railroad Museum	National Railroad Museum Master Plan
HSHS St. John's Hospital (SJS)	MEP Facility Assessment
University of Wisconsin-Madison	Athletics Facility Master Plan Update
Market & Johnson, Inc.	Tomah School Facility Assessment
Market & Johnson, Inc.	Multi-school Facility Assessment
Odd Fellow Rebekah Home Association	Master Plan
HSHS St. John's Hospital (SJS)	Interior Finishes Master Plan
HSHS St. John's Hospital (SJS)	WCC Interior Finishes Master Plan
Hospital Sisters Health System	Greenville Facility Assessment
Door County Medical Center	Facility Assessment
Odd Fellow Rebekah Home Association	Facility Assessment
Kahler Slater	St. Nicholas Hospital Sheboygan Master Plan
HSHS St. Mary's Hospital (SMGB)	MEP Facility Assessment
HSHS St. Vincent Hospital (SVGB)	MEP Facility Assessment
HSHS St. Nicholas Hospital (SNS)	MEP Facility Assessment
HSHS St. Clare Memorial Hospital (SCO)	MEP Facility Assessment
Kahler Slater	SMGB Facility Assessment
HSHS St. John's Hospital (SJS)	PHI Interior Finishes Master Plan
HSHS St. John's Hospital (SJS)	Prairie Heart Interior Finishes Master Plan
Central Illinois Division	Central Illinois Division Facility Assessment
HSHS Sacred Heart Hospital (SHEC)	First Floor Public Space Master Plan Study
Secura Insurance Companies	Building Assessment Study
Hospital Sisters Health System	Facility Assessment
HSHS Sacred Heart Hospital (SHEC)	Facility Assessment Study
HSHS St. Joseph's Hospital (SJCF)	Facility Assessment Study
HSHS St. Anthony's Memorial Hospital (SAE)	Existing Medical Office Building Facility Assessment

TEAM ORGANIZATION



KEY TEAM MEMBERS



Steve Srubas AIA
DIRECTOR OF DESIGN | ARCHITECT

Steve is an architect and project manager who joined Berners Schober in 2002. Working to organize all phases of projects from concept to close-out, he plays a major role in our public and privately funded projects. Steve is well-versed in space planning, building design, and project architecture. Some of his recent work includes projects for the University of Wisconsin, multiple healthcare systems throughout the Midwest, and several local community organizations.

REGISTRATION
Registered Architect:
Wisconsin

PROJECT EXPERIENCE	
Evaluation of City-Owned Facilities - City of Green Bay <i>Green Bay, Wisconsin</i>	City Hall Sixth Floor Remodel - City of Green Bay <i>Green Bay, Wisconsin</i>
Facility Assessment & Planning Study - Shawano Municipal Utilities <i>Shawano, Wisconsin</i>	UWGB Building Assessments - University Village Housing, Inc. <i>Green Bay, Wisconsin</i>
Facilities Assessment - Wisconsin Dept. of Veterans Affairs <i>King, Wisconsin</i>	Hospital Facility Assessment - Hospital Sisters Health System <i>Oconto Falls, Wisconsin</i>
Facility Assessments - Greater Green Bay YMCA <i>Green Bay, Wisconsin</i>	Main & Pine Parking Ramp Recladding - City of Green Bay <i>Green Bay, Wisconsin</i>



Stephen Siegle AIA, LEED AP BD+C
SENIOR PROJECT ARCHITECT

Steve is an architect and planner with 35 years of experience. His career includes the development of future facility improvement strategies for cultural, institutional, and residential clients. His viable and flexible master plans are developed following thorough analysis of existing conditions and focused dialogue with stakeholders. As a senior project architect, he enjoys working closely with clients and colleagues to design unique solutions tailored to the owners' aspirations and functional objectives.

EDUCATION
Master of Architecture
Bachelor of Science,
Architectural Studies
University of Illinois
Urbana-Champaign

REGISTRATION
Registered Architect:
Illinois

PROJECT EXPERIENCE	
Master Plan - Oscar G. Johnson VA Medical Center <i>Iron Mountain, Michigan</i>	Campus Master Plan - St. Ambrose University <i>Davenport, Iowa*</i>
Campus Master Plan - Moody Bible Institute <i>Chicago, Illinois*</i>	Master Plan - Kendall College of Art and Design <i>Grand Rapids, Michigan*</i>
Campus Master Plan - William Rainey Harper College <i>Palatine, Illinois*</i>	Master Plan - Cantigny Park <i>Wheaton, Illinois*</i>
Museum Master Plan - National Railroad Museum <i>Green Bay, Wisconsin*</i>	Campus Master Plan & Renovations - Illinois College <i>Jacksonville, Illinois*</i>

*completed at another firm

KEY TEAM MEMBERS



Nic Kaufmann
DESIGN TECHNOLOGY QUALITY LEADER | ASSOCIATE

Nic joined Berners Schober in 2005, and leads our quality control team. He focuses on cross discipline coordination and team communication throughout the design process from schematic design thru the final record drawings of the completed building. Nic places a strong focus on building code and building envelope design concerns.

EDUCATION
Associate Degree,
Architectural
Technology
Northeast Wisconsin
Technical College

PROJECT EXPERIENCE

Northern WI Facility Assessment - Rusk County Memorial Hospital <i>Ladysmith, Wisconsin</i>	Bay Beach Pavilion Mech Upgrades - City of Green Bay <i>Green Bay, Wisconsin</i>
Water Treatment Plant Assessment - City of Garnett <i>Garnett, Kansas</i>	Code Compliance Upgrade - HSHS St. Elizabeth's Hospital <i>Breese, Illinois</i>
West Side Garage Masonry Repairs - City of Green Bay <i>Green Bay, Wisconsin</i>	City Hall 6th Floor Remodeling - City of Green Bay <i>Green Bay, Wisconsin</i>
Park Shelter Renovations - City of Green Bay <i>Green Bay, Wisconsin</i>	KICC Emergency Repairs - City of Green Bay <i>Green Bay, Wisconsin</i>



Matt Veriha PE
VICE PRESIDENT ENGINEERING | MECHANICAL ENGINEER

Matt is a mechanical engineer and the Vice President of Engineering. He has been with Berners Schober since 1995. He specializes in HVAC design, with a focus on optimization of energy efficiency payback. Matt strives for dependable and sustainable systems with user-friendly interfaces. Heat recovery chillers, domestic water preheat, heat wheels, radiant heating/cooling slabs, variable primary flow chillers, and condensing boilers are routinely used in his sustainable HVAC designs.

REGISTRATION
Professional Engineer:
Wisconsin, Illinois,
Missouri, Michigan

PROJECT EXPERIENCE

Evaluation of City-Owned Facilities - City of Green Bay <i>Green Bay, Wisconsin</i>	Physical Building Assessment - Manitowoc Public Utilities <i>Manitowoc, Wisconsin</i>
Facility Assessments Update - City of Green Bay <i>Green Bay, Wisconsin</i>	Green Bay Facility Assessment - HSHS St. Mary's Hospital <i>Green Bay, Wisconsin</i>
Facility Assessment - Shawano Municipal Utilities <i>Shawano, Wisconsin</i>	Building Assessment Study - Secura Insurance <i>Appleton, Wisconsin</i>
Facilities Assessment - Wisconsin Dept. of Veterans Affairs <i>King, Wisconsin</i>	Facility Assessments - Greater Green Bay YMCA <i>Green Bay, Wisconsin</i>

KEY TEAM MEMBERS



Tim Schuettpelez PE
LEAD SENIOR ELECTRICAL ENGINEER

Tim joined the firm in 2024 and brings 20 years of diverse electrical engineering and consulting experience. His background includes lighting, power, and systems design work in commercial, government, healthcare, and industrial projects. Tim is an energetic team player, an active listener, and works tirelessly to achieve successful projects. His ability to transform complex engineering problems into thoughtful solutions makes him a valuable technical resource.

REGISTRATION

Professional Engineer:
Wisconsin, Missouri,
Michigan

PROJECT EXPERIENCE

- Fox River Expansion -
National Railroad Museum
Green Bay, Wisconsin

Sports Center Replacement -
University of Wisconsin-Madison
Madison, Wisconsin

West Side YMCA -
Greater Green Bay YMCA
Green Bay, Wisconsin

3rd Floor Lighting Renovation -
City of Green Bay
Green Bay, Wisconsin
- Multi-Building Renovation & Repair -
University of Wisconsin-Madison
Madison, Wisconsin

Bay Beach Pavilion Mech Upgrades -
City of Green Bay
Green Bay, Wisconsin

Server Room UPS Replacement -
Wisconsin Dept. of Veterans Affairs
King, Wisconsin

City Hall Renovations -
City of Green Bay
Green Bay, Wisconsin



Bob Van Lanen DES
LEAD SENIOR FIRE PROTECTION & PLUMBING DESIGNER | ASSOCIATE

Bob is a plumbing and fire protection designer responsible for code compliance, specification writing, and coordination. He has been with Berners Schober since 1987 and draws from a diverse range of project types to help design teams find the best plumbing-related solutions. Bob’s plumbing design experience includes medical gas system design, piping, specialty systems, storm water, sanitary, and facility planning.

REGISTRATION

Designer of Engineering
Systems - Plumbing:
Wisconsin

PROJECT EXPERIENCE

- Facility Assessments Update
City of Green Bay
Green Bay, Wisconsin

Physical Building Assessment -
Manitowoc Public Utilities
Manitowoc, Wisconsin

Northern WI Facility Assessment -
Rusk County Memorial Hospital
Ladysmith, Wisconsin

Building Assessment Study -
Secura Insurance
Appleton, Wisconsin
- Facility Assessments -
Greater Green Bay YMCA
Green Bay, Wisconsin

Facility Assessment -
Door County YMCA
Sturgeon Bay, Wisconsin

UWGB Building Assessments -
University Village Housing, Inc.
Green Bay, Wisconsin

Facility Assessment -
HSHS Holy Family Hospital
Greenville, Illinois

KEY TEAM MEMBERS



Jamie White PE
STRUCTURAL ENGINEER | ASSOCIATE

Jamie is an associate at Berners Schober, responsible for structural design and civil engineering for various projects. His experience involves all types of structural systems, including cast-in-place concrete, precast concrete, steel, and wood structures. He has been with Berners Schober since 1992 and also has experience as a field representative with the firm.

REGISTRATION

Professional Engineer:
Wisconsin, Missouri,
Michigan

PROJECT EXPERIENCE

- | | |
|---|---|
| Facility Assessments Update -
City of Green Bay
<i>Green Bay, Wisconsin</i> | Facility Assessments -
Greater Green Bay YMCA
<i>Green Bay, Wisconsin</i> |
| Facility Assessments Update -
City of Green Bay
<i>Green Bay, Wisconsin</i> | Facility Assessment -
Odd Fellow Rebekah Home Association
<i>Green Bay, Wisconsin</i> |
| Green Bay Facility Assessment -
HSHS St. Mary's Hospital
<i>Green Bay, Wisconsin</i> | Building Assessment Study -
Secura Insurance
<i>Green Bay, Illinois</i> |
| Physical Building Assessment -
Manitowoc Public Utilities
<i>Manitowoc, Wisconsin</i> | Northern WI Facility Assessment -
Rusk County Memorial Hospital
<i>Ladysmith, Wisconsin</i> |



Denise Dauplaise AIA, LEED AP
SPECIFICATION & CODE SPECIALIST | ARCHITECT

Denise is a registered architect who has moved into the role of specification writer. She oversees the firm's master specifications and works with project architects to ensure our documents represent the level of quality each client expects. Denise also serves as an in-house building code and ADA compliance resource, performing reviews and evaluations of many client facilities. She is also part of the Berners Schober team that monitors life safety plans for hospitals and healthcare facilities.

REGISTRATION

Registered Architect:
Wisconsin

PROJECT EXPERIENCE

- | | |
|--|---|
| Evaluation of City-Owned Facilities -
City of Green Bay
<i>Green Bay, Wisconsin</i> | Facilities Assessment & Space Study -
The Salvation Army of Green Bay
<i>Green Bay, Wisconsin</i> |
| Facility Assessments Update -
City of Green Bay
<i>Green Bay, Wisconsin</i> | Facility Assessments -
Greater Green Bay YMCA
<i>Green Bay, Wisconsin</i> |
| Physical Building Assessment -
Manitowoc Public Utilities
<i>Manitowoc, Wisconsin</i> | Building Assessment Study -
Secura Insurance
<i>Green Bay, Illinois</i> |
| UWGB Building Assessments -
University Village Housing, Inc.
<i>Green Bay, Wisconsin</i> | Facility Assessments -
Door County YMCA
<i>Sturgeon Bay, Wisconsin</i> |

REFERENCES



Ryan Good

President | CEO

Foundations Health & Wholeness

920-437-8256 | rgood@foundationsgb.org

1061 W Mason Street | Green Bay, WI 54303

◀ **Central Office Renovation, 2017**



Jamie Hanner

President | CEO

Greater Green Bay YMCA

920-819-4523 | jamie.hanner@greenbayymca.org

235 N Jefferson Street | Green Bay, WI 54301

◀ **Downtown YMCA Renovation, 2017**



Barry Fox

Coordinator of Athletics Capital Projects

University of Wisconsin Athletics

608-262-3631 | blf@athletics.wisc.edu

1440 Monroe Street | Madison, WI 53711

◀ **Softball Locker Room Renovation, 2019**



Laura Colbert

Parks & Recreation Director

City of Waupaca

715-942-2731 | laura.colbert@waupacawi.gov

111 Main Street | Waupaca, WI 54981

◀ **Recreation Center Expansion, 2026**

SCOPE OF WORK & METHODOLOGY

PROJECT GOALS AND OBJECTIVES

The City of Green Bay's Facilities Capital Plan (FCP) will provide a structured, data-driven framework for evaluating facility condition, functional adequacy, and long-term capital investment needs. The objective is to support informed budgeting and Capital Improvement Plan (CIP) decisions across 5-, 10-, and 20-year planning horizons.

This effort will:

- Confirm and update facility condition data
- Evaluate functional adequacy for current and anticipated use
- Identify capital renewal, replacement, and modernization needs
- Establish remaining useful life projections for major systems
- Develop transparent cost opinions and prioritization criteria
- Provide an implementable, defensible capital roadmap aligned with the City's budget cycle

The resulting document will serve as a working capital planning tool — not simply a narrative report — and will support both internal decision-making and public communication.

SCOPE OF WORK & METHODOLOGY

APPROACH

Berners Schober will complete the work in alignment with the RFP's six defined tasks. Our methodology builds upon previous assessments while incorporating updated field verification, stakeholder engagement, and structured capital modeling.

Task 1: Project Initiation and Data Review

Following notice of award, we will conduct a kickoff meeting to confirm scope, schedule, assumptions, and coordination procedures. We will review:

- 2015 Evaluations of City-Owned Facilities
- 2022 Facility Assessment updates
- 2023 flow analysis documents
- Available drawings, maintenance records, and repair logs

This review establishes a verified baseline and identifies areas requiring focused re-evaluation.

Task 2: Facility Condition and Functional Assessments

Each facility will undergo updated on-site assessment by our architectural and engineering team. Assessment will include:

- Architectural, structural, mechanical, electrical, plumbing, and fire protection systems
- Code, life safety, and accessibility considerations
- Confirmation of major system age and remaining useful life
- Identification of observed deficiencies and risk conditions

Functional adequacy will be evaluated through structured discussions with facility representatives, focusing on:

- Alignment of existing space with departmental operations
- Adequacy of adjacencies and circulation
- Staff/public interface and operational efficiency
- Suitability of support spaces (storage, mechanical, IT, training, etc.)

The intent is not to re-program buildings comprehensively, but to determine where facility configuration materially impacts service delivery or long-term capital decisions.

Task 3: Capital Needs Identification

Based on updated assessments, we will identify capital repair, replacement, and modernization needs. Each capital item will include:

- Description of deficiency or improvement
- Recommended action
- Estimated timing (0–5, 6–10, 11–20 years)
- Remaining useful life where applicable

All findings will be compiled into a structured capital needs database to support prioritization and long-term forecasting.

SCOPE OF WORK & METHODOLOGY

Task 4: Project Initiation and Data Review

Order-of-magnitude cost opinions will be developed in collaboration with our cost estimator and engineering team. Escalation and inflation assumptions will be clearly documented. We will establish a transparent prioritization framework incorporating factors such as:

- Life safety and regulatory risk
- Operational impact
- Asset criticality
- Deferred maintenance risk
- Financial efficiency

This scoring framework will support defensible decision-making and provide clarity for staff, leadership, and governing bodies.

Task 5: Capital Plan Development

Capital needs will be organized into a structured, multi-year Capital Improvement Plan. The Facilities Capital Plan will:

- Summarize capital investment by facility and by system
- Provide phasing recommendations
- Identify potential funding strategies
- Include summary metrics such as Facility Condition Index (FCI)

The emphasis will be on clarity, implementation sequencing, and budget alignment rather than conceptual redevelopment planning.

Task 6: Reporting and Deliverables

Deliverables will include:

- Draft and final Facilities Capital Plan report
- Facility-level summaries
- System-level capital matrices
- Electronic spreadsheet/database of capital needs
- Presentation materials for staff and governing bodies

All capital data can be formatted to align with the City's existing FaciliCAD platform to maintain continuity between planning and asset management. FaciliCAD licensing and maintenance services will remain separate from this proposal per the City's current agreement.

QUALITY CONTROL

Prior to issuance of draft and final reports, our internal cross-discipline review process will ensure:

- Coordination between architectural and engineering findings
- Consistency of cost modeling assumptions
- Clear documentation of prioritization criteria

This structured review supports accuracy, clarity, and defensibility of the final capital plan.

LABOR HOURS

The following labor hour allocation reflects the level of effort required to update facility condition data, evaluate functional adequacy, develop structured capital modeling, and produce a defensible, implementable Facilities Capital Plan aligned with the City's budget cycle.

Because Berners Schober previously completed facility assessments for the City, baseline documentation is available. Field verification efforts will therefore focus on updated conditions and operational impacts rather than recreating historical data, allowing for efficiency while maintaining rigor.

HOURS BY TASK

Task #	Task Description	Hours
1	Project Initiation and Data Review	60
2	Facility Condition and Functional Assessments	480
3	Capital Needs Identification	170
4	Cost Opinions and Prioritization	140
5	Capital Plan Development	120
6	Reporting and Presentations	90
Total Estimated Hours		1,060

HOURS BY DISCIPLINE

Discipline	Hours
Architecture	350
Mechanical Engineering	220
Electrical Engineering	140
Structural Engineering	90
Plumbing / Fire Protection	80
Planning	60
Quality Control Review	40
Project Management & Administration	80
Total Estimated Hours	1,060

This allocation reflects a balanced and integrated effort across disciplines to ensure accuracy, coordination, and defensibility of the final Facilities Capital Plan.

LABOR HOURS

Below, please find our break-down of hours by discipline, by building and organized by Field and Office time. We have shown where we anticipate the hours and subsequently fee to be spent. If you see a preferred prioritization or adjustment of these hours we encourage your input.

SITE VISITS

Building	Arch	HVAC	Elec	Plumb	Struc	Scan	Total
City Hall	7	6	6	5	4	0	28
Fire Station 2	2	2	2	2	1	2	11
Fire Station 4	1	2	2	2	1	2	10
Fire Station 5	1	2	2	2	1	2	10
Fire Station 6	2	3	3	3	2	1	14
Fire Station 7	1	2	2	2	2	2	11
Fire Shop	1	1	1	1	1	1	6
Police Station	6	6	6	5	4	4	31
Municipal Court	1	2	2	2	2	0	9
Park Shop							
Main Building	2	3	3	3	2	2	15
SW Storage	1	1	1	1	1	1	6
SE Storage	1	1	1	1	1	1	6
Old Shop	1	1	2	1	1	1	7
N Storage	1	1	1	1	1	1	6
East Side Garage							
Main Building	2	3	3	2	2	2	14
Electrical Shop	1	1	2	1	1	1	7
ESG Salt Storage	1	0	1	0	1	0	3
West Side Garage							
Main Building	2	1	2	2	3	2	12
WSG Salt Shed	1	0	1	0	1	0	3
WSG Cold Storage	1	0	1	1	1	1	5
WSG Storage Shed	1	1	1	1	1	1	6
Lore Lane	1	1	1	1	1	1	6

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LABOR HOURS

REPORT

Building	Arch	HVAC	Elec	Plumb	Struc	Int	Exec Sum	Admin	Total	Data Processing & Initial Meeting
City Hall	28	24	24	20	8	8	4	2	118	7
Fire Station 2	12	6	6	6	3	2	2	1	38	3
Fire Station 4	12	6	6	6	3	2	2	1	38	3
Fire Station 5	12	6	6	6	3	2	2	1	38	3
Fire Station 6	12	6	6	6	3	2	2	1	38	3
Fire Station 7	12	6	6	6	3	2	2	1	38	3
Fire Shop	6	4	4	4	2	1	1	1	23	3
Police Station	28	24	24	24	8	8	4	2	122	3
Municipal Court	14	4	4	4	2	2	1	1	32	3
Park Shop										
Main Building	24	8	8	8	4	2	2	2	58	7
SW Storage	4	2	2	2	1	0	1	1	13	3
SE Storage	4	2	2	2	1	0	1	1	13	3
Old Shop	5	2	2	2	1	0	1	1	14	3
N Storage	4	1	1	1	1	0	1	1	10	3
East Side Garage										
Main Building	24	8	8	8	4	2	2	2	58	7
Electrical Shop	4	2	2	1	1	0	1	1	12	3
ESG Salt Storage	1	0	1	0	1	0	1	1	5	3
West Side Garage										
Main Building	22	4	8	4	8	2	2	2	52	7
WSG Salt Shed	1	0	1	0	1	0	1	1	5	3
WSG Cold Storage	1	0	1	1	1	0	1	1	6	3
WSG Storage Shed	1	1	1	1	1	0	1	1	7	3
Lore Lane	3	2	2	2	1	0	2	2	14	3

752

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SCHEDULE

Berners Schober understands the importance of completing the Facilities Capital Plan in advance of the City's mid-July Capital Improvement Plan and budget review process.

Upon Notice of Award in March 2026, the project will proceed according to the following schedule:

MILESTONES	MAR				APR				MAY				JUN			
WEEKS	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
NOTICE OF AWARD				*												
PROJECT INITIATION & DATA REVIEW																
FACILITY CONDITION & FUNCTIONAL ASSESSMENTS																
CAPITAL NEEDS IDENTIFICATION																
COST OPINIONS AND PRIORITIZATION																
DRAFT FACILITIES CAPITAL PLAN																
FINAL FACILITIES CAPITAL PLAN																

SCHEDULE ASSUMPTIONS

The above schedule assumes:

- Access to all facilities can be coordinated within the first four weeks of the project
- Relevant existing documentation (drawings, prior studies, maintenance data) is provided within five business days of Notice of Award
- Draft review comments from the City are returned within five business days of receipt

These assumptions allow for efficient completion of the final Facilities Capital Plan by June 30, 2026.

CONFLICT OF INTEREST DISCLOSURE

Berners Schober has reviewed the project scope and confirms that no conflicts of interest exist that would affect the performance of services for the City of Green Bay.

COST/FEES AND INVOICING

LUMP SUM FEE

We propose to complete the Facilities Capital Planning Services described here for a Lump Sum Fee of **\$164,000.00**.

The fee is based on the scope of services outlined in Section 8 of the RFP and the labor hour allocation provided in this proposal. All professional services required to complete Tasks 1–6 are included.

Reimbursable expenses are included within the Lump Sum Fee and are anticipated to be minimal (estimated at approximately 1–2% of professional fees). These may include limited printing, meeting materials, and mileage for local site visits. Final deliverables are assumed to be provided in digital format.

FaciliCAD software licensing and maintenance services are not included in this proposal and will remain separate per the City's existing agreement.

Task #	Task Description	Fee
1	Project Initiation and Data Review	\$ 10,000
2	Facility Condition and Functional Assessments	\$ 74,000
3	Capital Needs Identification	\$ 26,000
4	Cost Opinions and Prioritization	\$ 21,000
5	Capital Plan Development	\$ 18,000
6	Reporting and Presentations	\$ 15,000
Total Lump Sum Fee		\$ 164,000

INVOICING

Invoices will be submitted monthly and will reflect percentage of completion by task. Payment terms are net 30 days.

If services beyond the agreed scope are requested, additional work will be performed only upon written authorization from the City and billed in accordance with the hourly rates included in this proposal.

CONFLICT OF INTEREST DISCLOSURE

Berners Schober has reviewed the project scope and confirms that no conflicts of interest exist that would affect the performance of services for the City of Green Bay.

PROPOSAL EXCEPTIONS

The Consultant takes no exceptions to the requirements, terms, or conditions outlined in this Request for Proposal or the attached Agreement for Services.



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

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

ADDENDUM NO. 1

“FACILITIES CAPITAL PLANNING”

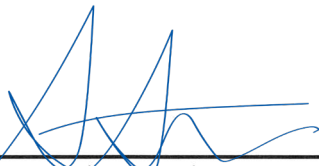
Engineering Division
Department of Public Works
City of Green Bay

“February 19, 2026”

RFP Due Date: 9:00 A.M., March 3, 2026

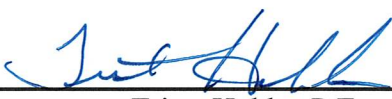
This Addendum is issued to modify, explain or correct the original Request for Proposals and is hereby made part of the Request for Proposals. This addendum must be signed and attached to the consultant’s proposal.

(Pages: 2 including cover sheet)



Consultant's Signature

SIGN AND ATTACH THIS ADDENDUM TO THE PROPOSAL



Trista Hobbs, P.E.
Facilities Manager

thank you.

On behalf of the entire Berners Schober team, we thank you for taking the time to review our statement of qualifications.

To review our expanded portfolio and learn more about our firm, please visit our website at: www.bernersschober.com

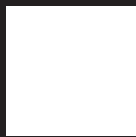
bernerssch ■ **ber**

Wisconsin:

310 Pine Street | Green Bay, WI 54301

Illinois:

1 N Old State Capitol #310 | Springfield, IL 62701





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

MEETING DATE

March 11, 2026

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action on request by Department of Public Works to award the Annual Wastewater Monitoring services to Badger Laboratories, Inc. in the amount of \$225,000.00.

BACKGROUND

Badger Laboratories has provided annual wastewater monitoring services for industrial customers under a contract with the City for the last 5 years. The work involves regularly scheduled collection of samples from industrial customers and analysis of those samples for wastewater billing. Badger Laboratories contract expired in December 2025. However, DPW and Purchasing are recommending the City continue with Badger Laboratories because of institutional knowledge regarding the sample collection process and familiarity with the industrial facilities.

RECOMMENDATION

To approve the award of the Annual Wastewater Monitoring services to Badger Laboratories, Inc. in the amount of \$225,000.00.

FISCAL IMPACT

This work is budgeted under the Sanitary Sewer Utility budget and costs are billed back to the monitored industrial customers.

ATTACHMENTS

1. Sole Source Wastewater Monitoring 2026
2. 2026 Green Bay Industrial Monitoring Charge Sheet
3. [EXTERNAL] 2026 Green Bay Industrial Monitoring Charge Sheet

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

TO : Purchasing Division/Administrative Services

DATE: 3-3-2026

FROM: Department of Public Works

REQUISITION #

List "No Substitute" Item(s) here:

Select One:

- 1) One Time Purchase Estimated Cost: \$
- 2) Annual Commodity purchase: Estimated annual cost: \$
- 3) Item may be purchased again: Indicate term: Estimated Annual Cost: \$ 204,000.00

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.

- X 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):

The City of Green Bay Department of Public Works currently retains Badger Labs for wastewater monitoring services. Badger Labs has served as the incumbent provider for the past five (5) years.

This service includes both laboratory testing and on-site water sample collection. Approximately 100-200 samples are drawn monthly from established sampling locations at industrial facilities. The samples are analyzed for a variety of wastewater parameters for purposes of billing the industrial monitored customers. The locations and methodology has been refined over time, and the current vendor has developed operational efficiencies and site familiarity that significantly streamline the sampling process.

While water sampling services could theoretically be publicly solicited, identifying a vendor willing and able to perform on-site sample collection at multiple industrial facilities on a regular basis and ensure timely delivery to a certified laboratory is a specialized and somewhat unique service. In 2021, this service was formally bid; Badger Labs was the only vendor to submit a response.

Based on the operational history, the specialized nature of the service, and the lack of competitive response in the previous solicitation, the Purchasing Department recommends entering into a new agreement with Badger Labs for continued wastewater monitoring services.

Approvals:

Requestor: _____

Date: _____

Valerie Joosten

3/3/2026

Department Head: _____

Date: _____

Valerie Joosten

3/3/2026

Purchasing Manager: _____

Date: _____

Thomas Walenski

3-4-2026

Green Bay Industrial Monitoring Program

2026 PO Location: _____ Month Invoiced: _____ Date: _____

Sample Collection Charges:

- | | | | | |
|----|---------------------|---------------|----------------------|---------|
| 1. | Sample collection | _____ pickups | x \$16.00 per sample | = _____ |
| 2. | Mileage | _____ miles | x \$0.60 per mile | = _____ |
| 3. | Sampler Rental | _____ days | x \$50.00 per day | = _____ |
| 4. | Equip. Setup & Main | _____ hours | x \$80.00 per hour | = _____ |
| 5. | Flow Meter Rental | _____ days | x \$50.00 per day | = _____ |

Total Sample Collection Charges =

Other Engineering Service Charges:

- | | | | | |
|----|-----------------------|-------------|---------------------|---------|
| 1. | Professional Engineer | _____ hours | x \$175.00 per hour | = _____ |
| 2. | Field Engineer | _____ hours | x \$175.00 per hour | = _____ |
| 3. | Technician | _____ hours | x \$95.00 per hour | = _____ |
| 4. | Chemist | _____ hours | x \$85.00 per hour | = _____ |
| 5. | Other Services | _____ hours | x \$_____ per hour | = _____ |

Total Other Services Charges =

Laboratory Analytical Services:

- | | | | | |
|----|--|---------------|----------------------|---------|
| 1. | Regular Sample Analysis
(pH, BOD, TSS, Phos, & TKN) | _____ samples | x \$60.75 per sample | = _____ |
| 2. | Oil & Grease Analysis | _____ samples | x \$55.00 per sample | = _____ |
| 3. | Other Analyses | _____ samples | x \$_____ per sample | = _____ |

Total Lab Analysis Charges =

Total Charges for the Month =

From: [John Larson](#)
To: [Mark Aerts](#); [Valerie Joosten](#)
Cc: [Whitney Lechner](#)
Subject: [EXTERNAL] 2026 Green Bay Industrial Monitoring Charge Sheet.pdf
Date: Tuesday, December 2, 2025 10:12:36 AM
Attachments: [image001.png](#)
[2026 Green Bay Industrial Monitoring Charge Sheet.pdf](#)

Caution: This email originated from a sender outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Please see attached unit charge sheet for the Industrial Monitoring program. Let me know if you need it in another format or if you have any questions. Thank you.

Thank you,

John H. Larson

President/Owner

Badger Laboratories, Inc.

501 West Bell St., Neenah WI 54956

Ph: 920.729.1100 | 800.776.7196 | Cell: 920.915.9359



Holiday hours:

Closed Wednesday Dec. 24th and Thursday Dec 25th

Closed at noon on Wednesday Dec. 31st and all-day Thursday Jan. 1st

-

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

MEETING DATE

March 11, 2026

PREPARED BY

AGENDA ITEM # E.7

Consideration with possible action on request by Department of Public Works to award contract BRIDGE I-26 MAIN STREET BRIDGE B-5-311 (STRUCTURAL REHABILITATION PHASE I) at a staff level and report the award at the next Improvement & Services Committee meeting.

BACKGROUND

The bridge is approaching 30 years of age and is beginning to show its age. The work under this first phase of structural rehabilitation includes concrete deck repairs, replacement of expansion joints, and application of a methyl methacrylate sealer. This work will prolong the useful life of the structure and provide protection from water and chloride intrusion into and onto the deck and steel framing below.

Substantial questions and requests for clarifications were received on this contract late into the bid schedule. To provide time for bidders to incorporate these changes into their bid pricing and allow for competitive bids the bid due date has been extended. Contractual requirements require USCG coordination in advance of construction due to restriction of the navigable shipping channel. Therefore, DPW is recommending award at Staff Level to keep necessary coordination and construction on schedule following the award.

RECOMMENDATION

The Department of Public Works recommends awarding the work at Staff Level.

FISCAL IMPACT

Bonded funds are available for this work under the approved 2026 CIP.

ATTACHMENTS

None



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

MEETING DATE

March 11, 2026

PREPARED BY

AGENDA ITEM # E.8

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

1. Sidewalk Builder

- a. CO Contracting, LLC
- b. J&S Concrete Services, LLC
- c. RG Hendricks Concrete Construction
- d. Verheyen Construction Co.
- e. Dorner Equipment Sales and Service, LLC
- f. Weidner Concrete Construction. LLC

2. Tree & Brush Trimmer

- a. Highway Landscapers, Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

March 11, 2026

PREPARED BY

AGENDA ITEM # E.9

Consideration with possible action on request by Department of Public Works to award contract RAMPS I-26 PARKING RAMP REPAIRS including all alternate bid items to Cy-Con, Inc. in the amount of \$509,848.00.

BACKGROUND

To City administers an annual parking ramp repair contract to maintain the safety of the structures. This contract includes concrete repairs, coatings, and joint maintenance.

RECOMMENDATION

DPW recommends awarding the contract, including alternate bid items, to the lowest responsive bidder, Cy-Con, Inc.

FISCAL IMPACT

Use of fund balance for this project was approved as part of the 2026 Capital Improvement Plan.

ATTACHMENTS

- I. Bid Comparison



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
100 N. Jefferson Street, Room 300
Green Bay, WI 54301
Tel (920) 448-3100
Fax (920) 448-3102

BID COMPARISON

PROJECT #: **RAMPS 1-26 PARKING RAMP REPAIRS**

FUNDING #: **1**

DATE: **March 3, 2026**

CONTRACT: **RAMPS 1-26 PARKING RAMP REPAIRS**

ITEM NO.	DESCRIPTION	Quantity	UNIT
PINE STREET PARKING RAMP			
1000.01	Concrete Beam Column and Wall Repair - Depth	25.00	SF
1000.02	Concrete Beam Column and Wall Repair - Depth	25.00	SF
1000.03	Concrete Floor Repair - Depth ≤ 4 inch.	50.00	SF
1000.04	Concrete Floor Repair - Depth > 4 inch.	25.00	SF
1000.05	Curb Repair	25.00	LF
1000.06	Control Joint Repair	9600.00	LF
1000.07	Cove Sealant - New	2200.00	LF
1000.08	Cove Sealant - Remove and Replace	3200.00	LF
1000.09	Crack Repair	150.00	LF
1000.10	Polymer Concrete Overlay and Repairs	25.00	SF
1000.11	Traffic Bearing Membrane System	83050.00	SF
1000.12	Traffic Membrane Removal	25.00	SF
1000.13	Mobilization	1.00	LS
SUBTOTAL PINE STREET PARKING RAMP			
ALTERNATE SPEED RAMP REPAIRS			
1000.06	Control Joint Repair	245.00	LF
1000.08	Cove Sealant - Remove and Replace	450.00	LF
1000.11	Traffic Bearing Membrane System	1645.00	SF
SUBTOTAL ALTERNATE SPEED RAMP REPAIRS			
TOTALS:			

Cy-Con, Inc.		Restoration Systems Inc.		Browning Chapman		Masonry Restoration Inc.		Central Restoration, LLC		BACR		Berglund Construction Company	
UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT	UNIT BID PRICE	AMOUNT
\$200.00	\$5,000.00	\$165.00	\$4,125.00	\$181.00	\$4,525.00	\$165.00	\$4,125.00	\$150.00	\$3,750.00	\$172.00	\$4,300.00	\$140.00	\$3,500.00
\$225.00	\$5,625.00	\$185.00	\$4,625.00	\$186.50	\$4,662.50	\$205.00	\$5,125.00	\$200.00	\$5,000.00	\$233.00	\$5,825.00	\$390.00	\$9,750.00
\$135.00	\$6,750.00	\$115.00	\$5,750.00	\$93.50	\$4,675.00	\$135.00	\$6,750.00	\$150.00	\$7,500.00	\$190.00	\$9,500.00	\$140.00	\$7,000.00
\$150.00	\$3,750.00	\$115.00	\$2,875.00	\$116.00	\$2,900.00	\$148.00	\$3,700.00	\$200.00	\$5,000.00	\$214.00	\$5,350.00	\$390.00	\$9,750.00
\$150.00	\$3,750.00	\$135.00	\$3,375.00	\$142.00	\$3,550.00	\$90.00	\$2,250.00	\$125.00	\$3,125.00	\$211.00	\$5,275.00	\$140.00	\$3,500.00
\$10.00	\$96,000.00	\$8.50	\$81,600.00	\$5.75	\$55,200.00	\$9.50	\$91,200.00	\$11.00	\$105,600.00	\$14.10	\$135,360.00	\$13.00	\$124,800.00
\$7.00	\$15,400.00	\$5.00	\$11,000.00	\$4.70	\$10,340.00	\$4.00	\$8,800.00	\$10.00	\$22,000.00	\$5.00	\$11,000.00	\$6.00	\$13,200.00
\$9.00	\$28,800.00	\$12.50	\$40,000.00	\$8.40	\$28,880.00	\$9.00	\$28,800.00	\$13.50	\$43,200.00	\$11.80	\$37,760.00	\$13.00	\$41,600.00
\$15.00	\$2,250.00	\$10.00	\$1,500.00	\$22.00	\$3,300.00	\$12.00	\$1,800.00	\$12.00	\$1,800.00	\$12.00	\$1,800.00	\$20.00	\$3,000.00
\$150.00	\$3,750.00	\$75.00	\$1,875.00	\$127.25	\$3,181.25	\$85.00	\$2,125.00	\$200.00	\$5,000.00	\$17.00	\$425.00	\$65.00	\$1,625.00
\$3.00	\$249,150.00	\$3.25	\$269,912.50	\$3.85	\$319,742.50	\$4.65	\$386,182.50	\$4.00	\$332,200.00	\$4.40	\$365,420.00	\$4.80	\$398,640.00
\$50.00	\$1,250.00	\$25.00	\$625.00	\$33.00	\$825.00	\$14.50	\$362.50	\$140.00	\$3,500.00	\$48.00	\$1,200.00	\$65.00	\$1,625.00
\$76,938.00	\$76,938.00	\$63,900.00	\$63,900.00	\$95,502.70	\$95,502.70	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00	\$100,839.00	\$100,839.00	\$132,010.00	\$132,010.00
\$498,413.00		\$491,162.50		\$535,283.95		\$566,220.00		\$572,675.00		\$684,054.00		\$750,000.00	
\$10.00	\$2,450.00	\$15.00	\$3,675.00	\$7.54	\$1,847.30	\$9.75	\$2,388.75	\$11.00	\$2,695.00	\$14.10	\$3,454.50	\$30.00	\$7,350.00
\$9.00	\$4,050.00	\$20.00	\$9,000.00	\$7.63	\$3,433.50	\$9.25	\$4,162.50	\$13.50	\$6,075.00	\$11.80	\$5,310.00	\$3.00	\$1,350.00
\$3.00	\$4,935.00	\$5.00	\$8,225.00	\$10.45	\$17,190.25	\$4.65	\$7,649.25	\$4.00	\$6,580.00	\$4.40	\$7,238.00	\$7.00	\$11,515.00
\$11,435.00		\$20,900.00		\$22,471.05		\$14,200.50		\$15,350.00		\$16,002.50		\$20,215.00	
\$509,848.00		\$512,062.50		\$557,755.00		\$580,420.50		\$588,025.00		\$700,056.50		\$770,215.00	



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

MEETING DATE

March 11, 2026

PREPARED BY

AGENDA ITEM # E.10

Consideration with possible action on request by Department of Public Works to award contract PARKS 2-26 "PERKINS PARK-PARKING LOT RESURFACING" to Northeast Asphalt, Inc. in the amount of \$138,992.20.

BACKGROUND

This project will resurface the existing lot at the park.

RECOMMENDATION

The Department of Public Works recommends awarding the contract to the lowest responsive responsible bidder.

FISCAL IMPACT

This project was part of the Departments CIP 2026 program.

ATTACHMENTS

1. Parks 2-26 Perkins Park Parking Lot Resurfacing Award Memo 3.10.26



Parks, Recreation & Forestry Department
100 North Jefferson Street • Room 510
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3365
Fax 920.448.3393

3/10/26

To: Valerie Joosten, P.E.

From: Emma Browne, P.E.

Re: Parks 2-26 Perkins Park Parking Lot Resurfacing

CC: Dan Ditscheit, PLA
James Brunette, PE
Chuck Yang
Kala Lardinois

The Parks, Recreation, and Forestry Department supports awarding Parks 2-26 Perkins Park Parking Lot Resurfacing to the lowest responsive and responsible Bidder, Northeast Asphalt, Inc., for the Base Bid amount of \$138,992.20. Below is a summary of the bids received.

<u>Bidder</u>	<u>Base Bid</u>
Northeast Asphalt, Inc.	\$138,992.20
MCC, Inc.	\$158,694.00

Emma Browne, P.E.



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

MEETING DATE

March 11, 2026

PREPARED BY

AGENDA ITEM # E.11

Consideration with possible action on request by Department of Public Works to award of contract PAVEMENT 2-26 OAK STREET RECONSTRUCTION to David Tenor Corporation in the amount of \$921,878.56.

BACKGROUND

The project is part of the Departments CIP program and will include replacing the watermain, rehabilitating the sanitary and storm sewers and replacing the pavement. This project is unique in that we are also replacing the sanitary laterals for residents who signed up for the program in an effort to reduce infiltration of groundwater into the sanitary sewer system.

RECOMMENDATION

The Department of Public Works recommends awarding the contract to the lowest responsive responsible bidder.

FISCAL IMPACT

This project was included in the CIP for 2026.

ATTACHMENTS

- I. Quest CDN Project Results Pavement 2-26 Oak Street Reconstruction

PAVEMENT 2-26 OAK STREET RECONSTRUCTION

Quest Number: 10082763

Closing Date: Tue, 03/10/2026 09:00 AM CDT

Posting Type: Construction Project

Owner: Green Bay WI, City of

Solicitor: Green Bay WI, City of

Owner Name:	Green Bay WI, City of
Owner Contact:	Chuck Yang
Owner Phone:	920-448-3094
Solicitor Name:	Green Bay WI, City of
Contact:	Keeshawn Katers
Email:	keeshawn.katers@greenbaywi.gov
Phone:	920-448-3371
Award Date:	
Comments:	
Award Status:	Pending

Letting Bid Tabulation: [View on vBid](#)

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
David Tenor Corporation	David Tenor	920-360-9246	david.tenor.dtc@gmail.com	\$ 921,878.56		
DE GROOT, INC.	MARK DE GROOT	920-866-2348	mark@degrootinc.com	\$ 956,987.28		
PTS Contractors, Inc	Jeannie Petasek	920-468-5217	JPetasek@PTSCcontractors.net	\$ 961,293.00		
Jossart Brothers, Inc.	Jason Hermsen	920-339-8500	jasonh@jossartbrothers.com	\$ 1,024,978.37		
Dorner Inc.	Tina Aschenbrenner	920-845-2442	tina.asch@dornerinc.com	\$ 1,041,948.00		
Advance Construction Inc.	Paul Kultgen	920-434-3978	pkultgen@advconst.net	\$ 1,051,684.23		



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

MEETING DATE

March 11, 2026

PREPARED BY

AGENDA ITEM # E.12

Consideration with possible action on request by Department of Public Works to award contract PAVEMENT REPAIR 2026 to Al Dix Concrete, Inc. in the amount of \$1,487,835.00.

BACKGROUND

RECOMMENDATION

To award contract

FISCAL IMPACT

ATTACHMENTS

- I. Quest CDN Project Bid Results - Pavement Repair 2026

PAVEMENT REPAIR 2026

Quest Number: 10069283

Closing Date: Tue, 03/03/2026 09:00 AM CST

Posting Type: Construction Project

Owner: Green Bay WI, City of

Solicitor: Green Bay WI, City of

Owner Name:	Green Bay WI, City of
Owner Contact:	Chuck Yang
Owner Phone:	920-448-3094
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
Al Dix Concrete Inc	Dylan Dix	920-766-4344	dixconcrete@yahoo.com	\$ 1,487,835.00		
Martell Construction	Ryan Everson	920-468-8071	Reversion@Martellco.com	\$ 1,522,627.50		
Highway Landscapers, Inc.	Nick Wilfert	920-759-1701	nwilfert@highway.email	\$ 1,621,400.00		



Report to the
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MEETING DATE

March 11, 2026

PREPARED BY

AGENDA ITEM # E.13

Consideration with possible action on request by Department of Public Works to award contract SEWERS 2-26 MATHER STREET (INCLUDING WATERMAIN) to David Tenor Corporation in the amount of \$1,429,870.56.

BACKGROUND

The project is a precursor to the Wisdot project that will replace the pavement in 2027.

RECOMMENDATION

The Department of Public Works recommends awarding the contract to the lowest responsive responsible bidder.

FISCAL IMPACT

The project is funded as part of the Capital Improvement Program.

ATTACHMENTS

- I. Quest CDN Project Results Sewers 2-26 Mather Street Including Water Main

SEWERS 2-26 MATHER STREET (INCLUDING WATERMAIN)

Quest Number: 10077508

Closing Date: Tue, 03/10/2026 09:00 AM CDT

Posting Type: Construction Project

Owner: Green Bay WI, City of

Solicitor: Green Bay WI, City of

Owner Name:	Green Bay WI, City of
Owner Contact:	Valerie Joosten
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Dylan Ferron
Email:	dylan.ferron@greenbaywi.gov
Phone:	920-448-3096
Award Date:	
Comments:	
Award Status:	Pending

Letting Bid Tabulation: [View on vBid](#)

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
David Tenor Corporation	David Tenor	920-360-9246	david.tenor.dtc@gmail.com	\$ 1,429,870.56		
Peters Concrete Company	Duke Peters	920-494-3700	quote@petersconcrete.com	\$ 1,497,721.25		
DE GROOT, INC.	MARK DE GROOT	920-866-2348	mark@degrootinc.com	\$ 1,533,776.45		
PTS Contractors, Inc	Jeannie Petasek	920-468-5217	JPetasek@PTSContractors.net	\$ 1,565,860.00		
Jossart Brothers, Inc.	Jason Hermsen	920-339-8500	jasonh@jossartbrothers.com	\$ 1,590,837.00		
Carl Bowers & Sons Const. Co., Inc.	bill bowers	920-766-2629	billbowers@carlbowers.com	\$ 1,676,006.05		
Advance Construction Inc.	Paul Kultgen	920-434-3978	pkultgen@advconst.net	\$ 1,713,451.28		
Dorner Inc.	Tina Aschenbrenner	920-845-2442	tina.asch@dornerinc.com	\$ 1,741,553.51		
Vinton Construction Company	Estimating at Vinton Construction	920-682-0375	quotes@vintonwis.com	\$ 1,866,949.54		



Report to the
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MEETING DATE

March 11, 2026

PREPARED BY

AGENDA ITEM # E.14

Consideration with possible action on request by Department of Public Works to award contract SIDEWALKS 2026 to Martell Construction, Inc. in the amount of \$1,161,075.00.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QuestCDN Project Bid Results - Sidewalks 2026

SIDEWALKS 2026

Quest Number: 10069288

Closing Date: Tue, 03/03/2026 09:00 AM CST

Posting Type: Construction Project

Owner: Green Bay WI, City of

Solicitor: Green Bay WI, City of

Owner Name:	Green Bay WI, City of
Owner Contact:	Chuck Yang
Owner Phone:	920-448-3094
Solicitor Name:	Green Bay WI, City of
Contact:	Mark Wisneski
Email:	mark.wisneski@greenbaywi.gov
Phone:	920-448-3106
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Martell Construction	Ryan Everson	920-468-8071	Reversion@Martellco.com	\$ 1,161,075.00		
Al Dix Concrete Inc	Dylan Dix	920-766-4344	dixconcrete@yahoo.com	\$ 1,166,100.00		
Highway Landscapers, Inc.	Nick Wilfert	920-759-1701	nwilfert@highway.email	\$ 1,242,300.00		



Report to the
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MEETING DATE

March 11, 2026

PREPARED BY

AGENDA ITEM # G.I

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None