

CONTRACT

This contract is made and entered into this 14th day of June, 2022, by and between Bodart Electric Service, Inc. (hereinafter "Contractor"), located at 1113 Orlando Drive, DePere, WI 54115 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

RECITALS

WHEREAS, Bodart Electric Service, Inc. located at 1113 Orlando Drive, DePere, WI 54115, intends to furnish labor, material, and equipment to complete the installation of traffic signal replacements at the intersection of South 8th and Franklin St. as outlined in the plans and specifications that were prepared by J.T. Engineering and are included by reference in this contract and "Exhibit A", Bodart Electric Service, Inc. Proposal.

WHEREAS, This work is being completed under the Wisconsin Department of Transportation's (WDOT) SISP funding program and a State & Municipal Agreement (SMA). The SMA is attached to this agreement as Exhibit "B". The SISP is a reimbursement funding program. The WDOT will fund 90% of the eligible costs and the City of Manitowoc is responsible for 10% of the cost of the project. The City will be responsible for paying Bodart and will seek reimbursement from WDOT.

WHEREAS, Bodart Electric Service, Inc. has the ability to perform the required work needed for the traffic signal replacement project at the various intersections listed above.

NOW, THEREFORE, in consideration of the mutual covenants and representations of the parties hereinafter set forth, the undersigned parties hereby agree as follows:

1. Recitals. The above recitals are deemed to be true and correct.
2. Scope of Work. The Contractor agrees to perform the following work and/or furnish the following labor and materials in accordance with the terms of this contract:

All work shall be performed in accordance with J.T. Engineering's Plans and Special Provisions, City of Manitowoc's Standard Specifications for Public Works Construction and the Wisconsin Department of Transportation's (WDOT's) Standard Specifications for Highway and Structure Construction, latest edition.

See the listing of Work Items, Quantities and Unit Prices for this project. (Attached is Exhibit "A").

3. Contract Price. The City agrees to pay to the Contractor for the performance of this contract the sum not to exceed **\$67,048.87**.

4. **Schedule.** The Contractor agrees to commence work under this Contract upon its execution, and complete performance of this contract in accordance with the City of Manitowoc's Standard Specifications, which are made part of this Contract and are incorporated by reference. **The contract completion date for all underground work and above grade restorations shall be July 29, 2022.**

The Final Completion Date to have a fully operationally traffic signal system shall be within 15 Calendar Days after the Contractor has received all materials needed for construction or August 12, 2022, whichever comes first.

5. **Liquidated Damages.** For every calendar day of delay in the completion of the work beyond the time specified, unless extended by written agreement, there shall be deducted from the amount due under this Contract as fixed, agreed and liquidated damages, the sum of **Two-Hundred Fifty Dollars (\$250).**
6. **Payment Schedule.** Requests for payment shall be made to the Director of Public Infrastructure. The Director of Public Infrastructure shall make a recommendation on the payment request and submit the same to the City's Board of Public Works when applicable. Contractor shall be entitled to payment within 30 days following approval by the Director of Public Infrastructure. The Contractor shall be required to submit a Lien Waiver prior to the City processing the final payment.
7. **Assignment and Subcontracting.** Contractor shall not be permitted to sign or subcontract any of the work hereunder without the prior written consent of the City.
8. **Insurance and Bonding.** Prior to commencing work hereunder, Contractor shall provide City, for approval by the City Attorney, a Certificate of Insurance showing proof of General Liability Insurance in amounts not less \$1,000,000.00 per person per occurrence, \$2,000,000.00 in the aggregate, property damage limits of not less than \$500,000.00 per occurrence, and shall carry the statutory amounts for worker's compensation insurance. Contractor shall include with the Certificate of Insurance two endorsements, one endorsement naming the City of Manitowoc as an additional insured, and a second endorsement giving City thirty (30) days prior notice of non-renewal, modification or cancellation.
9. **Applicable Statutes.** Any provisions of the Wisconsin Statutes, Federal Law or local ordinances applicable to the work performed hereunder are deemed to be incorporated by reference and made a part of this contract.
10. **Sales Tax Exemption.** The Contractor shall be required to comply with Chapter 77 of Wisconsin State Statutes and more specifically Section 77.54(9m) as it relates to the sales tax exemption for building materials that become part of a facility for a local unit of government. (This is also known as 2015 Wisconsin Act 126).
11. **Other Indebtedness to City.** It is understood and agreed by the parties hereto that whenever a contractor is for any reason indebted to the City of Manitowoc, the contractor consents that the City of Manitowoc through its officials shall and may, deduct and retain, any such balance out of the money or monies which may be due or become due to the contractor under this contract.

12. Indemnify. Contractor shall defend, indemnify and hold harmless the City of Manitowoc, its officials, officers, employees, representatives and agents against any and all liability, claims, costs, demands, losses, damages, expenses and attorney fees of any kind on account of any injury, damage, or death to any person or property that may arise directly or indirectly caused by or resulting from the work performed under this Contract where the injury, damage, or death is caused by negligence or willful misconduct on the part of the Contractor, subcontractor, officers, employees, or agents.
13. Default. In the event of default or breach in the performance of any of the obligations, covenants, representations or duties under the terms of this Contract by either party, the non-defaulting party shall forward written notice to the defaulting party outlining such default. The defaulting party shall cure such default within thirty (30) days of receiving written notice from non-defaulting party, except that the cure period may be extended to a reasonable time to cure any default that cannot reasonably be cured with the thirty (30) day period, provided that the defaulting party has commenced to cure within the thirty (30) day period and diligently pursues a cure at all times thereafter until the default is cured. The defaulting party shall be responsible for the payment to the non-defaulting party of any outstanding fees, charges or expenses that were incurred by the non-defaulting party on behalf of the defaulting party.
14. Permits. No Permits are anticipated for this project.
15. Termination. Either party may terminate this Contract with ten (10) days written notice to the other party.
16. Notice and Demands. A notice, demand or other communication under this Contract by any party to the other party shall be sufficiently given or delivered and deemed delivered as of the date such notice is delivered to the party intended, if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally and addressed to or personally delivered to:

CITY:
City Clerk
900 Quay Street
Manitowoc, WI 54220

CONTRACTOR:
Bodart Electric Service, Inc.
1113 Orlando Drive
DePere, WI 54115

Notice and demand given shall be effective only if and when received by the party intended and acknowledged by receipt. The above addresses may be changed at any time by any party by giving written notice in the manner provided above.

17. Assignment. This Contract is not assignable without prior written consent of City.
18. Severability. If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
19. Amendments. This Contract can only be amended or modified in writing and signed by the parties involved.

20. Integration. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to matters covered hereunder.
21. Survival of Provisions. All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
22. Choice of Law. This Contract shall be governed by and construed in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly, to this Contract, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Contract hereby subject themselves to the jurisdiction of the circuit court for Manitowoc County, Wisconsin.
23. Heading. The section titles have been inserted in this Contract primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
24. Remedies Cumulative. All rights and remedies hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in a writing signed by the party so waiving. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior to subsequent thereto.
25. Construction. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity of enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

SOLE PROPRIETORSHIP OR PARTNERSHIP

Name of Proprietor or Partnership

(Seal)
Sole Proprietor or Partner

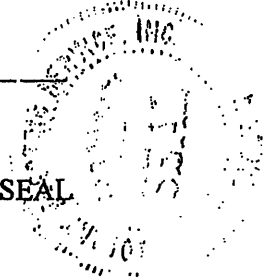
(Seal)
Partner

(Seal)
Partner

CORPORATION

Bodart Electric Service, Inc.
Name of Corporation
By Caroline K Bodart (Seal)
President: Caroline Bodart
Attest: T. Bodart
Vice-President/Secretary/Treasurer:
Tim Bodart

CORPORATE SEAL



CITY OF MANITOWOC

By: _____
Justin M. Nickels, Mayor
Attest:

Mackenzie Reed-Kadow, City Clerk

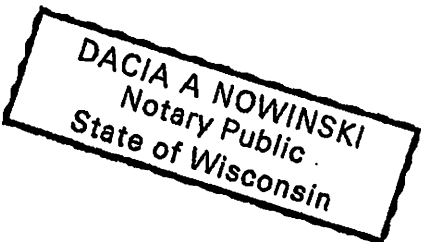
STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this _____ day of _____, 2022, the above named Justin M. Nickels and Mackenzie Reed-Kadow, known to me to be the Mayor and City Clerk of the City of Manitowoc and acknowledge they executed the foregoing instrument.

Notary Public Manitowoc County, WI
My commission (expires)(is) _____.

STATE OF WISCONSIN)
) ss.
~~MANITOWOC COUNTY)~~
Brown

Personally came before me, this 14th day of June, 2022, the above named Caroline Bodart, President and Tim Bodart, Vice-President/Secretary/Treasurer for Bodart Electric Service, Inc. and acknowledge they executed the foregoing instrument.




Dacia A. Nowinski
Dacia A. Nowinski
Notary Public Manitowoc County, WI
My commission (expires)(is) 01/04/2023
#13 rowen

EXHIBIT "A"

PROJECT ID:	DATE: 6/10/2022
PROJECT TITLE: MANITOWOC SISP SIGNAL UPGRADES	
PROJECT LIMITS: 8th St & Franklin St Intersection	
PRIMARY ROUTE:	
COUNTY: MANITOWOC CO	
PROJECT LENGTH:	
PS&E DATE:	

ITEM NUMBER	ITEM DESCRIPTION	UNIT	PROJECT TOTAL	UNIT PRICE	ITEM TOTAL
204.0155	Removing Concrete Sidewalk	SY	21	\$20.00	\$420.00
204.0195	Removing Concrete Bases	EACH	2	\$150.00	\$300.00
602.0410	Concrete Sidewalk 5-Inch	SF	140	\$12.50	\$1,750.00
637.2210	Signs Type II Reflective H	SF	6.00	\$45.00	\$270.00
637.2215	Signs Type II Reflective H Folding	SF	20.72	\$46.00	\$953.12
638.2102	Moving Signs Type II	EACH	7	\$75.00	\$525.00
638.2602	Removing Signs Type II	EACH	7	\$50.00	\$350.00
652.0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	LF	30	\$6.00	\$180.00
652.0235	Conduit Rigid Nonmetallic Schedule 40 3-Inch	LF	20	\$8.00	\$160.00
654.0102	Concrete Bases Type 2	EACH	1	\$775.00	\$775.00
654.0217	Concrete Control Cabinet Bases Type 9 Special	EACH	1	\$1,250.00	\$1,250.00
655.0230	Cable Traffic Signal 5-14 AWG	LF	445	\$1.40	\$623.00
655.0260	Cable Traffic Signal 12-14 AWG	LF	1,115	\$2.75	\$3,066.25
655.0305	Cable Type UF 2-12 AWG Grounded	LF	350	\$0.95	\$332.50
655.0515	Electrical Wire Traffic Signals 10 AWG	LF	915	\$0.60	\$549.00
656.0200	Electrical Service Meter Breaker Pedestal (8th St & Franklin St)	LS	1	\$1,200.00	\$1,200.00
657.0100	Pedestal Bases	EACH	2	\$100.00	\$200.00
657.0255	Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	EACH	6	\$100.00	\$600.00
657.0305	Poles Type 2	EACH	4	\$400.00	\$1,600.00
657.0315	Poles Type 4	EACH	2	\$400.00	\$800.00
657.0425	Traffic Signal Standards Aluminum 15-FT	EACH	2	\$100.00	\$200.00
657.0585	Trombone Arms 15-FT	EACH	2	\$400.00	\$800.00
657.0614	Luminaire Arms Single Member 4-Inch Clamp 8-FT	EACH	2	\$175.00	\$350.00
658.0173	Traffic Signal Face 3S 12-Inch	EACH	12	\$250.00	\$3,000.00
658.0416	Pedestrian Signal Face 16-Inch	EACH	8	\$225.00	\$1,800.00
658.0500	Pedestrian Push Buttons	EACH	8	\$225.00	\$1,800.00
658.5069	Signal Mounting Hardware (8th St & Franklin St)	LS	1	\$1,250.00	\$1,250.00
659.1125	Luminaires Utility LED C	EACH	2	\$385.00	\$770.00
690.0250	Sawing Concrete	LF	110	\$5.00	\$550.00
3.06	Install Department Furnished Traffic Signal Control Cabinet	EACH	1	\$2,000.00	\$2,000.00
3.12	Removing Traffic Signal (8th St & Franklin St)	LS	1	\$4,500.00	\$4,500.00
3.13	Grounding Existing Pull Box Covers	EACH	5	\$175.00	\$875.00
3.14	Install City Supplied Gridsmart Video Detection System	LS	1	\$2,650.00	\$2,650.00
3.15	Install City Supplied Radio Antenna	EACH	1	\$1,750.00	\$1,750.00
3.16	Concrete Sidewalk 5-Inch Green	SF	45	\$30.00	\$1,350.00
3.10	Mobilization	LS	1	\$17,500.00	\$17,500.00
3.20	Traffic Control	LS	1	\$7,500.00	\$7,500.00
3.30	Erosion Control and Restoration	LS	1	\$2,500.00	\$2,500.00
TOTAL CONSTRUCTION COSTS (S. 8th & Franklin St.)					\$67,048.87

Exhibit "B"

	Original STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A SIGNALS & ITS STANDALONE PROGRAM PROJECT	Date: June 15, 2021 I.D.: 3700-30-39 Road Name: USH 10 (8 TH St.) Title: C Manitowoc, 8 th St Limits: Franklin St. Intersection Signal Rehab County: Manitowoc Roadway Length: 0.01 mile
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The signatory **city of Manitowoc**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing signal is outdated and obsolete.

Proposed Improvement - Nature of work: Update the existing traffic signals with a new signal cabinet, pull boxes, new overhead, re-cable entire intersection, and add non-intrusive detection at the USH 10 WB & Franklin St intersection.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 3700-30-39					
Design	\$ 18,000	\$ 16,200	90%	\$ 1,800	10%
Construction	\$ 179,000	\$ 161,100	90%	\$ 17,900	10%
Total Cost Distribution	\$ 197,000	\$ 177,300	90%	\$ 19,700	10%

* Design state funding is limited to \$16,200.00 (State fiscal year 2023)
 * Construction state funding is limited to \$161,100.00 (State fiscal year 2023)

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the city of Manitowoc (please sign in blue ink)	
Name (print) <i>Justin M. Nickels</i>	Title <i>Mayor</i>
Signature <i>Justin M. Nickels</i>	Date <i>10/19/21</i>
Signed for and in behalf of the State (please sign in blue ink)	
Name <i>Scott A. Nelson</i>	Title <i>WisDOT NE Region Systems, Planning, and Operations Manager</i>
Signature <i>Scott A Nelson, P.E.</i>	Date <i>10/26/2021</i>

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

- (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (d) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (e) Conditioning, if required, and maintenance of detour routes.
 - (f) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
 - (g) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the state and shall make ample provision for such maintenance each year.
 - (h) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
4. State Disbursements:
- (a) Payment by the State to the Municipality shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
 - (b) A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Municipality shall refund to the State upon demand a sum equal to the overpayment.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
7. Basis for local participation:
- (a) Design: Costs for design are 90% Federal/State and 10% Municipal up to a maximum of \$18,000. Any overages shall be funded by the Municipality.

- (b) Construction: Cost for construction are 90% Federal/State and 10% Municipal up to a maximum of \$179,000. Any overages shall be funded by the Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.