



CITY OF MANITOWOC

WISCONSIN, USA

www.manitowoc.org



May 16, 2019

CONSENT

TO: Mayor and Common Council
FROM: Board of Public Works
SUBJECT: AGMT-19-10 Contract with LaForce, Inc.

Dear Mayor and Common Council:

At the May 15, 2019 Board of Public Works meeting, the Board met to approve entering into a contract with LaForce, Inc. for Installation of Security Systems at Union Park, AGMT-19-10, for a contract price of \$12,541.00.

"Moved by Alderperson Lee Kummer, seconded by City Attorney Kathleen McDaniel, and unanimously carried to enter into the contract. Ayes, 6. Nays, none."

Very Truly Yours,

DEBORAH NEUSER
Secretary Board of Public Works

Deborah Neuser, CMC, City Clerk
CITY HALL · 900 Quay Street · Manitowoc, WI 54220-4543
Phone (920) 686-6950 · Fax (920) 686-6959 · dneuser@manitowoc.org

CONTRACT

This contract is made and entered into this 15th day of MAY, 2019, by and between Laforce, Inc., as stated throughout contract (hereinafter "Contractor"), located at P.O. Box 10068, Green Bay, WI 54307, and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

RECITALS

WHEREAS, Laforce, Inc., located at 1060 W. Mason Street, P.O. Box 10068, Green Bay, WI 54307, intends to install security systems at Union Park (Men's & Women's Rooms), 611 Park Street; Washington Park, 1115 Washington Street; and Pulaski Park, 1715 Columbus Street; as outlined in Laforce, Inc. Proposals "Exhibit A".

WHEREAS, Laforce, Inc. has the ability to provide materials and labor for installation of security systems in three (3) parks within the City of Manitowoc, as outlined in "Exhibit A".

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 the City of Manitowoc's Standard Specifications for Public Works Construction.

See listing of tasks for this project. (Attached is "Exhibit A", and it is incorporated into this Contract by reference).

3. Contract Price. The City agrees to pay to the Contractor for the performance of this contract the sum of \$12,541.00.
4. Schedule. 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 shall be July 8, 2019, *CONSIDERING QUOTE
FACTORY LEADTIMES.
Bn*
5. 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.
6. 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.
7. 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.**

8. **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.
9. **Contract Notice.** Per Wisconsin State Statutes 62.15, a Class I Notice had been executed and published for this work on May 13, 2019.
10. **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.
11. **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 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.
12. **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.
13. **Permits.** None Required.
14. **Termination.** Either party may terminate this Contract with ten (10) days written notice to the other party.

15. **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: Laforce, Inc.
P.O. Box 10068
Green Bay, WI 54307

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.

16. **Assignment.** This Contract is not assignable without prior written consent of City.
17. **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.
18. **Amendments.** This Contract can only be amended or modified in writing and signed by the parties involved.
19. **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.
20. **Survival of Provisions.** All indemnification and hold harmless obligations shall survive the expiration or termination of this Contract.
21. **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.
22. **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.
23. **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 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.

24. 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CORPORATION

Name of Proprietor or Partnership

La Force, Inc.
Name of Corporation

ACCEPTED AS AMENDMENT HEREIN. gm

Sole Proprietor or Partner (Seal)

By: Brian Mannering (Seal)
President

Partner (Seal)

Attest: Jonah Behrend

Partner (Seal)

CORPORATE SEAL



CITY OF MANITOWOC

By: Justin M. Nickels
Justin M. Nickels, Mayor

Attest: Deborah Neuser
Deborah Neuser, City Clerk

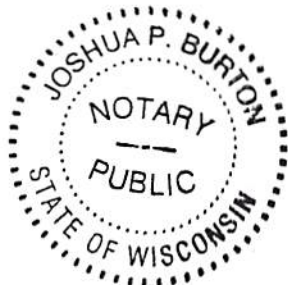
STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this 15 day of May, 2019, the above named Justin M. Nickels and Deborah Neuser, known to me to be the Mayor and City Clerk of the City of Manitowoc and acknowledge they executed the foregoing instrument.

M. Rud-kahn
M. Rud-kahn
Notary Public Manitowoc County, WI
My commission (expires)(is) 8/15/21

STATE OF WISCONSIN)
) ss.
BROWN COUNTY)

Personally came before me, this 15th day of May, 2019, the above named Brian Mannering, President and Jonah Behrend, Secretary, for Laforce, Inc. and acknowledge they executed the foregoing instrument.



Joshua P. Burton
Joshua P. Burton
Notary Public Brown County, WI
My commission (expires)(is) 2-14-20



"Exhibit A"

QUOTE

QUOTE NUMBER	363936QU
QUOTE DATE	2/20/2019
CUSTOMER REQUISITION	
MODE OF DELIVERY	Installation
CUSTOMER	12107
CONTACT	CURT HALL

SHIP TO	CITY OF MANITOWOC BUILDING & GROUNDS 915 S 11TH ST MANITOWOC, WI 54220 USA
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1060 W. Mason Street, Green Bay, WI 54303
P.O. Box 10068, Green Bay, WI 54307
Questions: (920) 497-7100
(800) 236-8858
(800) 672-6795 Auto Attendant

SOLD TO	CITY OF MANITOWOC BUILDING & GROUNDS 915 S 11TH ST MANITOWOC, WI 54220 USA
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JOB * UNION PARK - MEN'S & WOMEN'S ROOMS**

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
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1,000	2	WHMF	3068 16G GALV WELDED STEEL FRAME *PRIMED ONLY*		
2,000	2	HMD	3068 18GA GALV FLUSH INSULATED STEEL DOOR *PRIMED ONLY*		
3,000	2	16643	780-224HD 83" CLEAR UL-FF CONTINUOUS HINGE		
4,000	2	16008	ND80PD RHO 626 13-247 10-025 STOREROOM		
5,000	2	16035	5000-12/24 VAC/VDC 630 ELECTRIC STRIKE		
6,000	2	13414	501-FACEPLATE 630 FOR 5000 & 5200 SERIES ELECTRIC STRIKE		
7,000	1	13354	AX-PT724A 12-24AC/DC 7DAY 24HR EVENT TIMER 1 ZONE 365 DAY		
8,000	1	17679	AX-AL125UL 12/24 VDC 1 AMP POWER SUPPLY ALTRONIX		
9,000	2	04298	4111 ALUM RH TBWMS EDA PA ARM CLOSER		
10,000	4	16771	800SB MIL 84" BRUSH JAMB		
11,000	2	16768	800SB MIL 36" BRUSH JAMB		
12,000	2	16780	801SB MIL 36" BRUSH SWEEP		
13,000	2	16802	410S MIL 36" THRESHOLD 4" WIDE FLAT SADDLE		
14,000	2	01115	10" X 34" US32D KICKPLATE		
15,000		ELINSTALL	INSTALLATION OF MATERIAL		

RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.

STOCK MATERIALS ARE SUBJECT TO 45% RESTOCKING FEE. SPECIAL ORDER MATERIALS ARE NOT RETURNABLE. NO RETURNS AFTER 90 DAYS.	FREIGHT	INCLUDED
THIS QUOTATION IS SUBJECT TO THE TERMS AND CONDITIONS FOUND AT http://laforceinc.com/about/terms-conditions/ , WHICH ARE INCORPORATED IN FULL BY THIS REFERENCE. THE TERMS AND CONDITIONS WILL BE SENT BY MAIL TO THE BUYER UPON REQUEST. LAFORCE, INC. LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS, AND OBJECTS TO ANY OTHER ADDITIONAL OR DIFFERENT TERMS IN THE BUYER'S PURCHASE ORDER OR ACCEPTANCE.	SUBTOTAL	\$6,835.00
	SALES TAX	\$0.00
	TOTAL	\$6,835.00
PAY TERMS: NET 30		

QUALIFICATIONS

Quote is valid for 30 days from date of quotation unless otherwise stated herein. Page 1 of 2



QUOTE

- Past due accounts are subject to a service charge of 1.5% per month on the unpaid balance.
- This offer is conditioned upon approval of credit by LaForce on the purchaser.
- No sales, use or other taxes included unless otherwise stated herein in writing.
- See attached qualifications and terms for this project.

Thank you for this opportunity to quote your needs. Please sign and return this quote and attached qualifications or send a written purchase order, and we will proceed with your order. LaForce, Inc. is not able to accept verbal purchase authorizations at this time. We look forward to working with you. If you have any questions, or need further information, please give me a call.

Thank You,

BEN VANDERMOSS
Email: BVandermoss@laforceinc.com
Phone: (920)491-5944

CAREY MRAZ
Email: CMraz@laforceinc.com
Phone: (920)491-5979

Authorized By: _____
Company: _____
Date: _____



QUOTE

1060 W. Mason Street, Green Bay, WI 54303
 P.O. Box 10068, Green Bay, WI 54307
 Questions: (920) 497-7100
 (800) 236-8858
 (800) 672-6795 Auto Attendant

QUOTE NUMBER	363937QU
QUOTE DATE	2/20/2019
CUSTOMER REQUISITION	
MODE OF DELIVERY	Installation
CUSTOMER	12107
CONTACT	CURT HALL

SOLD TO	CITY OF MANITOWOC BUILDING & GROUNDS 915 S 11TH ST MANITOWOC, WI 54220 USA
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SHIP TO	CITY OF MANITOWOC BUILDING & GROUNDS 915 S 11TH ST MANITOWOC, WI 54220 USA
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JOB *** WASHINGTON PARK

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000	1	HMD	3068 18GA GALV FLUSH INSULATED STEEL DOOR *PRIMED ONLY*		
2.000	1	02851	780-157HD 83" CLEAR UL-FF FULL SURF CONTINUOUS HINGE 1/2 TB		
3.000	2	16008	ND80PD RHO 626 13-247 10-025 STOREROOM		
4.000	2	16035	5000-12/24 VAC/VDC 630 ELECTRIC STRIKE		
5.000	2	13414	501-FACEPLATE 630 FOR 5000 & 5200 SERIES ELECTRIC STRIKE		
5.500	2	03087	70B 3.5 X 15 US32D PUSH PLATE		
6.000	1	13354	AX-PT724A 12-24AC/DC 7DAY 24HR EVENT TIMER 1 ZONE 365 DAY		
7.000	1	17679	AX-AL125UL 12/24 VDC 1 AMP POWER SUPPLY ALTRONIX		
8.000	2	16771	800SB MIL 84" BRUSH JAMB		
9.000	1	16768	800SB MIL 36" BRUSH JAMB		
10.000	1	16780	801SB MIL 36" BRUSH SWEEP		
11.000		ELINSTALL	INSTALLATION OF MATERIAL		

RECEIPT REQUIRED FOR REFUNDS OR EXCHANGES.

Stock materials are subject to 45% restocking fee. Special order materials are not returnable. No returns after 90 days. This quotation is subject to the Terms and Conditions found at http://laforceinc.com/about/terms-conditions/ , which are incorporated in full by this reference. The Terms and Conditions will be sent by mail to the Buyer upon request. LaForce, Inc. limits acceptance to the Terms and Conditions, and objects to any other additional or different terms in the Buyer's purchase order or acceptance.	FREIGHT	INCLUDED
	SUBTOTAL	\$3,646.00
	SALES TAX	\$0.00
	TOTAL	\$3,646.00

PAY TERMS: NET 30

QUALIFICATIONS

- Quote is valid for 30 days from date of quotation unless otherwise stated herein.
- Past due accounts are subject to a service charge of 1.5% per month on the unpaid balance.
- This offer is conditioned upon approval of credit by LaForce on the purchaser.



QUOTE

- No sales, use or other taxes included unless otherwise stated herein in writing.
- See attached qualifications and terms for this project.

Thank you for this opportunity to quote your needs. Please sign and return this quote and attached qualifications or send a written purchase order, and we will proceed with your order. LaForce, Inc. is not able to accept verbal purchase authorizations at this time. We look forward to working with you. If you have any questions, or need further information, please give me a call.

Thank You,

BEN VANDERMOSS
Email: BVandermoss@laforceinc.com
Phone: (920)491-5944

CAREY MRAZ
Email: CMraz@laforceinc.com
Phone: (920)491-5979

Authorized By: _____
Company: _____
Date: _____



QUOTE

1060 W. Mason Street, Green Bay, WI 54303
 P.O. Box 10068, Green Bay, WI 54307
 Questions: (920) 497-7100
 (800) 236-8858
 (800) 672-6795 Auto Attendant

QUOTE NUMBER	363938QU
QUOTE DATE	2/20/2019
CUSTOMER REQUISITION	
MODE OF DELIVERY	Installation
CUSTOMER	12107
CONTACT	CURT HALL

SOLD TO	CITY OF MANITOWOC BUILDING & GROUNDS 915 S 11TH ST MANITOWOC, WI 54220 USA
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SHIP TO	CITY OF MANITOWOC BUILDING & GROUNDS 915 S 11TH ST MANITOWOC, WI 54220 USA
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JOB *** PULASKI PARK

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000	2	16008	ND80PD RHO 626 13-247 10-025 STOREROOM		
2.000	2	16035	5000-12/24 VAC/VDC 630 ELECTRIC STRIKE		
3.000	2	13414	501-FACEPLATE 630 FOR 5000 & 5200 SERIES ELECTRIC STRIKE		
4.000	1	13354	AX-PT724A 12-24AC/DC 7DAY 24HR EVENT TIMER 1 ZONE 365 DAY		
5.000	1	17679	AX-AL125UL 12/24 VDC 1 AMP POWER SUPPLY ALTRONIX		
6.000	4	03087	70B 3.5 X 15 US32D PUSH PLATE		
7.000		ELINSTALL	INSTALLATION OF MATERIAL		

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Stock materials are subject to 45% restocking fee. Special order materials are not returnable. No returns after 90 days. This quotation is subject to the Terms and Conditions found at http://laforceinc.com/about/terms-conditions/ , which are incorporated in full by this reference. The Terms and Conditions will be sent by mail to the Buyer upon request. LaForce, Inc. limits acceptance to the Terms and Conditions, and objects to any other additional or different terms in the Buyer's purchase order or acceptance.	FREIGHT	INCLUDED
	SUBTOTAL	\$2,060.00
	SALES TAX	\$0.00
	TOTAL	\$2,060.00
PAY TERMS: NET 30		

QUALIFICATIONS

- Quote is valid for 30 days from date of quotation unless otherwise stated herein.
- Past due accounts are subject to a service charge of 1.5% per month on the unpaid balance.
- This offer is conditioned upon approval of credit by LaForce on the purchaser.
- No sales, use or other taxes included unless otherwise stated herein in writing.
- See attached qualifications and terms for this project.



QUOTE

Thank you for this opportunity to quote your needs. Please sign and return this quote and attached qualifications or send a written purchase order, and we will proceed with your order. LaForce, Inc. is not able to accept verbal purchase authorizations at this time. We look forward to working with you. If you have any questions, or need further information, please give me a call.

Thank You,

BEN VANDERMOSS
Email: BVandermoss@laforceinc.com
Phone: (920)491-5944

CAREY MRAZ
Email: CMraz@laforceinc.com
Phone: (920)491-5979

Authorized By: _____

Company: _____

Date: _____