

10-21-19
W

CITY OF MANITOWOC

WISCONSIN, USA

www.manitowoc.org



September 20, 2019

19-1120

CONSENT

TO: Mayor and Common Council
FROM: Board of Public Works
SUBJECT: AGMT-19-18 Contract with Lunda Construction Company

Dear Mayor and Common Council:

At the September 18, 2019 Board of Public Works meeting, the Board met to approve entering into a contract with Lunda Construction Company for maintenance work on the Broadway Street bridge, AGMT-19-18, for a contract price of \$24,300.00.

"Moved by Director of Public Infrastructure Dan Koski, seconded by Alderperson Mike Williams, and unanimously carried to enter into the contract. Ayes, 6. Nays, none."

Very Truly Yours,

DEBORAH NEUSER
Secretary Board of Public Works

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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 September, 2019 by and between Lunda Construction Company (hereinafter "Contractor"), located at 620 Gebhardt Road, P.O. Box 669, Black River Falls, Wisconsin 54615 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

RECITALS

WHEREAS, Lunda Constr. Co. (hereinafter "Contractor"), located at 620 Gebhardt Road, P.O. Box 669, Black River Falls, Wisconsin 54615 intends to clean and repaint 14 bearings at the east and west abutments and install a new seal for the expansion joint at the west abutment of the Broadway Street Bridge as outlined in "Exhibit A", Lunda Constr. Co. Quotation.

WHEREAS, Lunda Constr. Co., Inc. has the ability to perform the necessary work at the Broadway Street Bridge as outlined in "Exhibit A" Lunda's quotation.

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 **\$24,300.00**
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 **October 31, 2019, weather permitting.**
5. **Payment Schedule**. *Requests for payment shall be made to the Director of Public Infrastructure, Dan Koski. The Director of Public Infrastructure shall make a recommendation on the payment request. 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 September 16, 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.** No Permits are anticipated for this project.

14. **Termination.** Either party may terminate this Contract with ten (10) days written notice to the other party.
15. **Notice and Demand.** 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: Lunda Constr. Co.
620 Gebhardt Road
P.O. Box 669
Black River Falls, WI 54615

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.

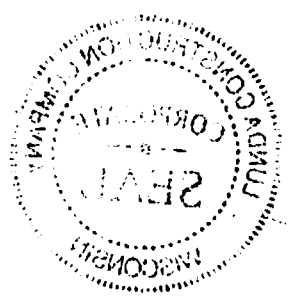
16. **Assignment.** This Contract is not assignable without prior written consent of City.
17. **Severability.** If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder 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.

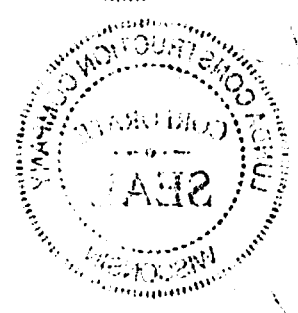
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THE STATE OF MICHIGAN
COUNTY OF [illegible]

BEFORE ME, the undersigned authority, on this [illegible] day of [illegible] A.D. 19[illegible]

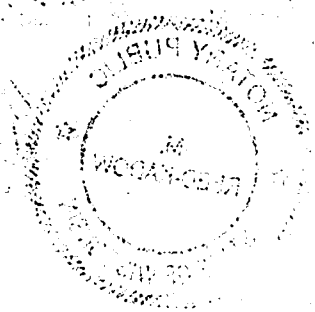


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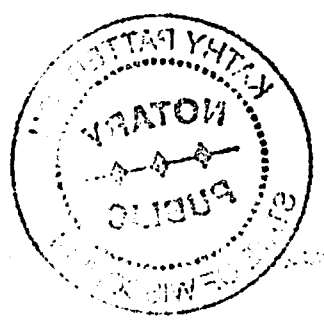


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LUNDA
CONSTRUCTION CO.

620 Gebhardt Road, P.O. Box 669
Black River Falls, WI 54615
ph: (715) 284-9491 fax: (715) 284-9146
www.lundaconstruction.com

Excellence in Construction Since 1938

An Equal Opportunity Employer

August 22, 2019

City of Manitowoc Engineering Division
Attn: Greg Minikel
900 Quay Street
Manitowoc, WI 54220

Mr. Minikel,

Thank you for reaching out in regards to the B-36-124 (Broadway St over the Manitowoc River) bridge bearings. The enclosed quote is to address the current issues with the structure, specifically the failure of the west abutment expansion joint and the deterioration of the east and west abutment bearings. Please take note of the quote conditions. Review, sign and return this scope of service letter and we will order necessary materials and begin coordination with you to perform the work.

Please contact me via email at bdiener@lundaconstruction.com or cell phone at (920) 428-2720 if you have any questions.

Thank you for using Lunda Construction for this work.

Respectfully,



Brad R. Diener
Projection Manager
Lunda Construction Company

8/22/19

Date

Greg Minikel
Engineering Division Manager
City of Manitowoc

Date

ENCL
B-36-124 Broadway St over Manitowoc River Quote
EMSEAL BEJS On-a-Reel Data Sheet

| Twin Cities Office | Milwaukee Office | Hilbert Office | Industrial Division |
|---|---|--|--|
| 15601 Clayton Avenue East Rosemount, MN 55068 ph: 651-437-9666 fax: 651-437-1035 | W228 N2724 Duplainville Road Waukesha, WI 53186 ph: 262-547-1781 fax: 262-547-3080 | W2332 Crosstown Road Hilbert, WI 54129 ph: 920-853-3522 fax: 920-853-7170 | PO Box 307 W2332 Crosstown Road Hilbert, WI 54129 ph: 920-853-3522 fax: 920-853-7170 |

LUNDA

CONSTRUCTION CO.

LUNDA CONSTRUCTION COMPANY

620 GEBHARDT ROAD • PO BOX 669

BLACK RIVER FALLS, WI 54615

PH: (715) 284-9491 FAX: (715) 284-9146

BRIDGES • PILE DRIVING • DAMS

An Equal Opportunity Employer • Constructing Safely

19-08-22

Prop # 1

B-36-124 Broadway St over Manitowoc River

Page 1 of 1

LUNDA CONSTRUCTION COMPANY

8/22/2019

| Item Number | Approximate Quantity | Unit Of Measure | Spec ID | Description | Unit Bid Price | Amount Bid |
|----------------------------|----------------------|-----------------|------------|---|----------------|------------------|
| 1 | 1.00 | LS | 502.3100 | B-36-125 West Abut Exp Device EMSEAL BEJS Retrofit | 9,500.00 | 9,500.00 |
| 2 | 14.00 | EACH | SPV.0060 | Cleaning & Painting Bearings B-36-124 | 750.00 | 10,500.00 |
| 3 | 1.00 | LS | 517.4000.S | Containment and Collection of Waste Materials (B-36-124) | 1,800.00 | 1,800.00 |
| 4 | 1.00 | EA | 517.6001.S | Portable Decontamination Facility | 2,500.00 | 2,500.00 |
| *** Quote Total *** | | | | | | 24,300.00 |

The Following 5 Conditions Apply To This Quote.

1

ALL TRAFFIC CONTROL TO BE FURNISHED BY THE CITY OF MANITOWOC. EXPANSION JOINT SEAL RETROFIT WORK TO BE DONE HALF AT A TIME (SINGLE LANE & SHOULDER CLOSURE). WORK ON BEARINGS WILL REQUIRE SHOULDER CLOSURES.

2

QUOTED PRICES FIRM FOR 15 DAYS. AFTER THAT TIME PRICES ARE SUBJECT TO CHANGE.

3

CITY OF MANITOWOC RESPONSIBLE FOR DISPOSAL OF HAZARDOUS WASTE MATERIAL FROM CLEANING OF BEARINGS (LEAD CONTAMINANTS). THIS INCLUDES, PROVIDING WASTE CONTAINER, NECESSARY PERMITS, TRANSPORTATION TO DISPOSAL SITE, AND DISPOSAL FEES.

4

WORK TO BE DONE IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS AND WISDOT STANDARD SPECIFICATIONS.

5

GRAFFITI REMOVAL NOT INCLUDED.



BEJS-On-A-Reel

Silicone-coated, precompressed, primary seal for rapid installation into small joints

TECH DATA



Product Description

BEJS-ON-A-REEL is a cost-effective version of EMSEAL's industry-standard BEJS (Bridge Expansion Joint System) product shipped on a reel for rapid installation into small joints — 1/2 to 1 1/4-inches wide (12 – 30mm). It is supplied precompressed smaller than the joint gap.

BEJS-ON-A-REEL is designed to replace traditional liquid sealant/backer rod combinations which rely on the difficult to achieve "hour glass" shape. In addition BEJS-ON-A-REEL can be installed at temperatures other than mean temperature and will function properly fully throughout the thermal cycle. It can also be used in place of backer rod in asphaltic plug configurations to provide a secondary watertight seal.

Features

- Pre-cured silicone primary seal
- Cost effective
- Shipped on 12-foot reels
- Easy to stock
- Smooth convex surface
- Rapid installation — new or retrofit
- Watertight
- Conforms to substrate irregularities
- Easily handles changes in plane and direction
- Traffic durable
- Easy to repair
- 100% free of wax compounds

Standard Sizes

- Width: 1/2", 3/4", 1" and 1 1/4" (12, 20, 25 and 30mm)
- Depth of Seal: 1 3/4" (45mm)

Movement Capability

Total 120% (+60% and -60%) of nominal supplied size

Composition

BEJS-ON-A-REEL (BOR) combines a factory-applied and cured silicone bellows with a microsphere-modified acrylic-impregnated expanding foam sealant backing.

BOR features EMSEAL's patented microsphere-modified acrylic impregnation infused into a cellular foam base material and is coated with a high-grade silicone coating that has been tested for durability under UV, water, and air pressure differential exposures typically experienced by modern structures.

Performance Limitations

Substrates must be clean, parallel, plumb and capable of resisting approx. 2.5 psi backpressure from the foam.

Installation

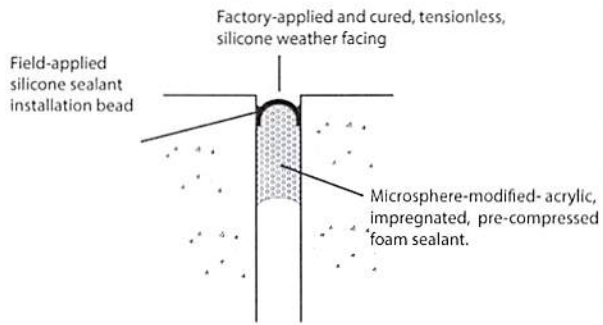
NOTE: This is a summary installation sequence for illustration purposes only. See BEJS-ON-A-REEL Install Data for complete instructions.

| Product Code* | Nominal Material Size (Joint Size @ Mean) | Min. Joint (closes to) | Max. Joint (opens to) | Depth of Seal |
|---------------|--|---------------------------|--------------------------|---------------|
| BOR - 0050 | 1/2" (12mm) | 1/4" (6mm) | 3/4" (20mm) | 1 3/4" (45mm) |
| BOR - 0075 | 3/4" (20mm) | 5/16" (8mm) | 1 1/4" (30mm) | 1 3/4" (45mm) |
| BOR - 0100 | 1" (25mm) | 3/8" (10mm) | 1 1/2" (40mm) | 1 3/4" (45mm) |
| BOR - 0125 | 1 1/4" (30mm) | 1/2" (12mm) | 2" (50mm) | 1 3/4" (45mm) |

EMSEAL REP SIZED
PRODUCT FOR
B-36-124 WEST
ABUTMENT
EXPANSION JOINT

BEJS-ON-A-REEL

Factory-applied and cured, tensionless, silicone weather facing



HORIZONTAL-PLANE APPLICATION

Warranty

Standard or project specific warranties are available from EMSEAL on request.

Availability and Price

- BEJS-ON-A-REEL is available for shipment internationally.
- Prices are available from local representatives and/or directly from the manufacturer.
- The product range is continually being updated, and accordingly EMSEAL reserves the right to modify or withdraw any product without prior notice.

Clean the joint faces

Using the silicone sealant provided, gun a continuous installation bead of sealant 3/8" (10mm) back from the joint edges on each substrate.

Unroll BEJS-ON-A-REEL and remove release liner. Insert BOR into the joint pushing on the material so that it 'snakes' from side to side.

Overcut each length by 3/8" (10mm). BOR will self-expand to fill the joint. The combination of the active backpressure, embedment into the silicone installation bead, and the pressure-sensitive nature of the acrylic impregnation ensures the attachment of the foam to the substrates.