

Parker Rec  
8-17-15

15-829

**CONTRACT**

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Miller & Associates-Sauk Prairie, Inc. (hereinafter "Contractor"), located at P.O. Box 154, Prairie du Sac, Wisconsin 53578 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

**RECITALS**

**WHEREAS**, Miller & Associates-Sauk Prairie, Inc., located at P.O. Box 154, Prairie du Sac, Wisconsin 53578, intends to furnish labor, equipment and material to install playground equipment at Red Arrow Park, 1931 South 9<sup>th</sup> Street, Manitowoc, Wisconsin 54220 as outlined in "Exhibit A", Miller & Associates-Sauk Prairie, Inc. Proposal.

**WHEREAS**, Miller & Associates-Sauk Prairie, Inc. has the ability to install Playground Equipment at Red Arrow Park 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 **\$24,008.00**.
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 1, 2015**.
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 **August 5, 2015**.
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 Contact 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:** Miller & Associates-Sauk Prairie, Inc.  
P.O. Box 154  
Prairie du Sac, WI 53578

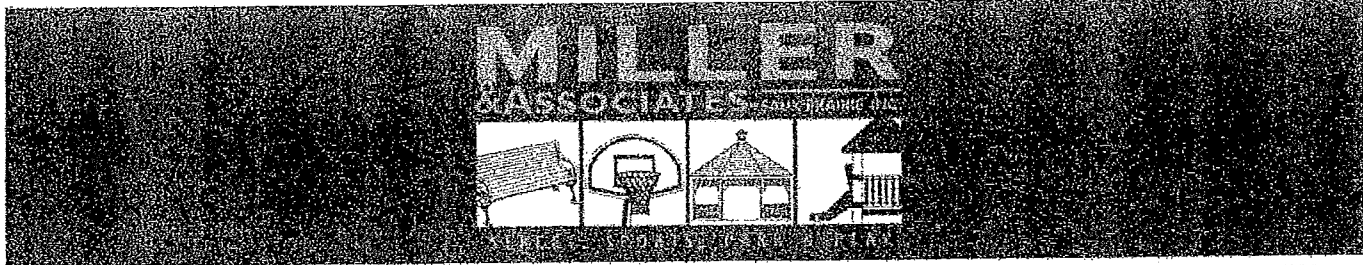
Notice and demand given shall be effective only if and when received by the party intended and acknowledged by receipt. The above addresses may be changed at any time by any party by giving written notice in the manner provided above.

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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Phone 608.643.8105 800.953.8700

www.millersaukprairie.com

Fax 608.643.7932

**QUOTATION**

**Date:** June 26, 2015

**To:** City of Manitowoc  
**Attn:** Chad Scheinoha

**Project:** Red Arrow Park

<b>QTY.</b>	<b>MODEL / DESCRIPTION</b>	<b>AMOUNT</b>
<b>Design #30-82744-3</b>		
-1-	BCI Burke Intensity Add on Equipment	\$ 9,304.00
-1-	Contemporary Style Swing Unit, 2 Bay Unit as Shown	\$ 1,807.00
-1-	(580-1302) 2 Sided Full Color Custom Age Sign	\$ 528.00
	Installation for all of the above	\$ 5,600.00
-6-	(046-0521) Play Mat 36"x60"x2"	\$ 876.00
	Installation of Play Mats	\$ 350.00
-8-	(046-0366) 4' Stone Borders with 30" Dive Pin	\$ 296.00
-1-	(046-0368) 4' Stone Border Connector	\$ 22.00
	Installation of 63 Stone Borders (4' ea)	\$ 1,500.00
	<b>FREIGHT</b> for all of the above	\$ 325.00
100 cu yds	Best Wood Mat- Delivered , includes drop charge if splitting a load	\$ 2,900.00
	Spreading of Wood Mat	\$ 500.00
<b>TOTAL</b>		<b>\$24,008.00</b>

**Installation Includes:**

- Provide & Install Concrete Footings for Play Equipment, on Normal Soil Conditions
- On Site Assembly of Play Equipment

**Installation Does Not Include:**

- Site Work or Excavation (Playground area must be level prior to installation)
- Resilient Material Under and Around Play Equipment
- Additional Time & Materials to Prepare Footings in Poor Soil Conditions, Additional Charge May Apply
- All Private Utilities Must be Marked by Owner Prior to Installation

**Terms:** Net 15 From Invoice Date  
**Est. Ship:** 4-8 Weeks ARO

**FOB:** Manitowoc, WI  
**Quote Valid:** 30 days

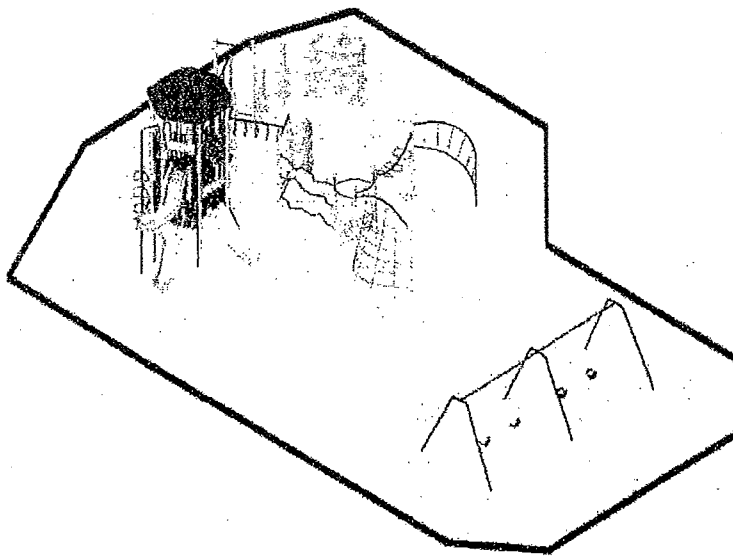
**\*\*\*\*NOTE\*\*\*\***

- Materials will be shipped via common carrier. The purchaser is responsible for receiving (off loading) and storage of all materials. This may require the use of a fork lift or skid steer with forks.
- Any damages or shortages must be noted on the bill of lading at the time of receiving the materials.

Steve Barritt  
 President  
 cc: Brenda Kvittek, Sales Representative

# City of Manitowoc Red Arrow Park

Proposal # 30-82744-3  
June 26, 2015



Presented by  
Miller & Associates, Sauk Prairie, Inc.  
and



## Design Summary

Miller & Associates Inc. is pleased to present this Proposal for consideration for the Red Arrow Park located in Manitowoc. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Manitowoc. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Red Arrow Park
- Project Number: 30-82744-3
- User Capacity: 132
- Age Groups: Ages 5-12 years
- Dimensions: 81' 3" x 55' 0"
- Designer Name: John Uelmen

Miller & Associates Inc. has developed a custom playground configuration based on the requirements as they have been presented for the Red Arrow Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 30-82744-3 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Red Arrow Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.



INFORMATION  
MINIMUM FALL ZONE  
SURFACED WITH  
RESILIENT MATERIAL  
AREA

2792 SQ.FT.

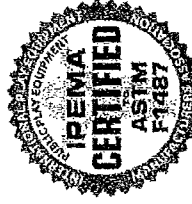
PERIMETER  
388 FT.

STRUCTURE SIZE

81' 3" x 55' 0"

STRUCTURE IS DESIGNED  
FOR CHILDREN AGES:

- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13+ YEAR OLDS

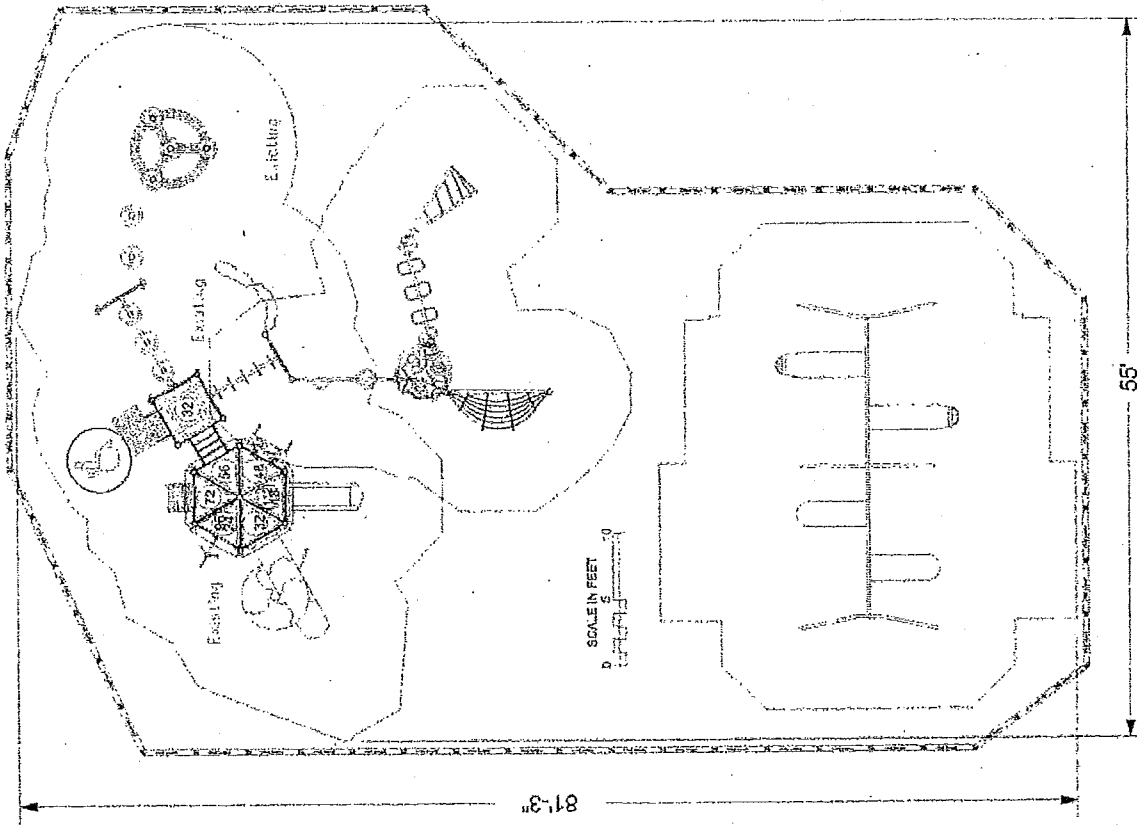


To verify product certification,  
visit [www.ipema.org](http://www.ipema.org)

The play components identified  
in this plan are IPEMA  
certified. The use and layout of  
these components conform to the  
requirements of ASTM F1487.  
To verify product certification,  
visit [www.ipema.org](http://www.ipema.org)

The space requirements shown  
here are to ASTM standards.  
Requirements for other standards  
may be different.

The use and layout of play  
components identified in this plan  
conform to the CPSC guidelines.

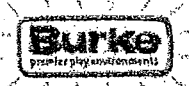


**WARNING!**

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH  
AND AROUND THIS EQUIPMENT.  
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for  
Public Playground Safety.  
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

**ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)**

NUMBER OF PLAY EVENTS	25
NUMBER OF ELEVATED PLAY EVENTS	7
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP	PROVIDED: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM	PROVIDED: 4
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRAMP OR TRANSFER SYSTEM	PROVIDED: 4
NUMBER OF GROUND LEVEL PLAY EVENTS	PROVIDED: 18
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS	PROVIDED: 7
RECD: 0	RECD: 0
RECD: 4	RECD: 4
RECD: 2	RECD: 2
RECD: 7	RECD: 7



June 26, 2015

SERIES: Basics, Intensity, Nucleus  
SITE PLAN  
DRAWN BY: John Uelmen

Red Arrow Park  
Jaycee Drive  
Manitowoc, WI 54220

Miller & Associates Inc.  
30-82744-3