

CITY OF MANITOWOC
WISCONSIN, USA
www.manitowoc.org



January 30, 2019

19-0180

CONSENT

TO: Mayor and Common Council
FROM: Board of Public Works
SUBJECT: AGMT-19-04 Contract with Trail Genius LLC

Dear Mayor and Common Council:

At the January 23, 2019 Board of Public Works meeting, the Board met to approve entering into a contract with Trail Genius LLC for mapping of City of Manitowoc Trails/Parks, AGMT-19-04, for a contract price of \$5,500.00.

"Moved by Alderman Lee Kummer, seconded by Director of Public Infrastructure Dan Koski, 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 23 day of Jan, 2019, by and between Trail Genius, LLC (hereinafter "Contractor"), located at P.O. Box 577, Green Bay, WI 54305 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

RECITALS

WHEREAS, Trail Genius, LLC located at P.O. Box 577, Green Bay, WI 54305 intends to provide mapping for City trails and parks to include GPS Data Collection, Trifold Trail Brochure, and Online Trail Guide (Phase I) as outlined in "Exhibit A", Trail Genius, LLC Proposal.

WHEREAS, Trail Genius, LLC has the ability to create a starting point for trail documentation and marketing to the public 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 **\$5,500.00**.
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 **May 1, 2019**
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 January 21, 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: Patriot Fence & Construction, LLC
P.O. Box 577
Green Bay, WI 54305

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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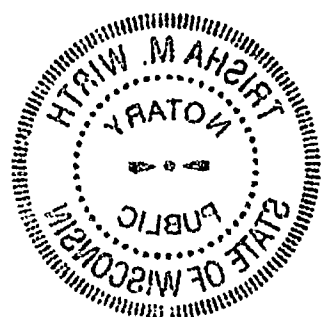
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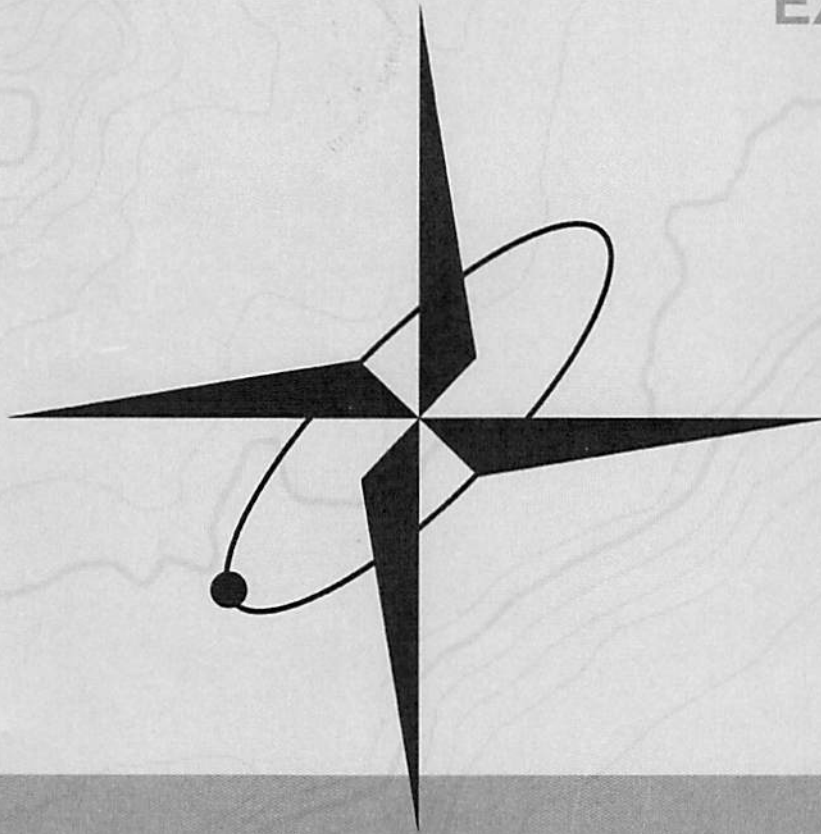
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"EXHIBIT A"



TRAIL GENIUS

www.trailgenius.com

City of Manitowoc Mapping

Prepared for: Chad Scheinoha, City of Manitowoc

Prepared by: Jason Manders, Trail Genius LLC

January 14, 2019

Proposal number: MANTY_CITY-TG01

City of Manitowoc Mapping Project

The only thing more important than a great trails system, is a great map! Many trail systems fall short on signage and maps. Don't have your visitors get lost. Better yet, show them how amazing the trails are before they even visit!

Project Outline

Trail Genius was asked to submit a proposal to the City of Manitowoc for the mapping of their city trails/parks (per provided map shown in Figure 1 below). The scope of this phase is to create a starting point for trail documentation and marketing it to the public. Trail Genius will capture GPS of the provided trail system and use that data to create paper and online maps. Trail Genius will also provide a high quality digital map image for the use in a city map brochure (or turnkey complete printed maps for an extra charge).

Trail Genius Service Description (for future phases)

The Trail Genius team has developed a truly unique mapping solution to highlight and attract tourism to any experience. We combine real time video and GPS data to build an online interactive map for the entire experience or trail system. We also can provide a total mapping solution to any project by including printed map design and web programming to deliver all the content in a uniform professional manner. Below is a list of services Trail Genius can provide in the future.

- Online interactive map using HTML5 (cross-platform mobile device friendly)
- 360 video captured of the entire experience
- Location based photos/videos/360 panoramas
- Aerial photography/video of points of interest
- Event media coverage and online promotion
- Web site design, integration, and other custom solutions per client request

Trail Genius Features and Benefits

- Professionally captured routes, trail stats, and elevation profiles (not crowd sourced data)
- Media rich interactive experience with realtime video tours (not a virtual generated replay)
- Social media integration - the online map contains social links allowing the users to quickly share any moment or hotspot to their social accounts
- Usage tracking - The web based map offers many different trackable links to provide analysis to the client for the use of marketing data feedback

Phase 1 Map Proposal Pricing

GPS Data Capture & Starter Maps:

City Wide GPS Data Collection: \$2,500

- Trails captured per provided trail system map (Figure 1)
- Capture of "existing trails", "ice age trail", and "mariners trail"

Trifold Trail Brochure: \$1,500

- Overview info of the city, trails, and other details (provided by the client)
- Map graphic highlighting trail system details and stats
- Final printable files will be the deliverable
- Turnkey printing is an extra option (added cost for setup, printing, shipping)

Online Trail Guide: \$1,500

- Starter online guide to show what is available for city trails
- Clickable links to existing park/trail info
- Embeddable in to existing website

Phase 1 Total Project Cost: \$5,500

Additional Services/Options Available

Custom Map Kiosk:

Custom manufactured metal kiosk with self-contained hardware & software to run the interactive mapping software. The kiosk will require power (internet connection also required if remote support and updates are requested). Additional options available: larger screen kiosk, outdoor rated kiosk, travel case (bring to a trade show)



Web Design/Integration & Graphic Design:

Trail Genius can help with designing new webpages or entire websites to aid in the showcasing of the proposed mapping project. We can also customize aspects of our mapping software to meet your needs.

Trade Show Support:

Trail Genius can help with designing and supplying display items to help showcase your experience at industry trade shows. An example would be a bike trainer at a trade show booth in front of an interactive display to create a virtual ride experience to promote tourism/travel to your area.

Project Timeline

The timeline on this project is not rigid. The goal would be to go live and turn over printable files prior to the summer season of 2019 (approx. May 2019). If hard deadlines are required a revision can be made to this proposal to capture that.

Future Map Additions

A normal part of trail mapping is accommodating the constant expansion and modification of physical trails. Trail Genius is structured to easily accommodate the change and expansion of trails/experiences. The modification of trail maps can be discussed at a future date.

Payment Terms

Normal payment terms are 50% down at the time of project approval and the remaining 50% due at the time of project completion. For this project the request was made for special payment terms: \$2,500 down to start the project and the remainder (\$3,000) due upon completion and approval from the client.

Final Comments

The Trail Genius team will take every opportunity to make this project successful and satisfy the client. We are used to tailoring our solution to fit our clients needs and welcome any ideas to make our product a better fit for your project. Please contact us with any questions or concerns. Let us know if something is missing or unclear in this project proposal.

Liability & Legal Terms

Trail Genius LLC will not be held responsible for copyright violations of any type related to the digital assets provided by the client for the use of this project (including any possible scope changes related to it). Trail Genius assumes all content supplied is of legal compliance to any and all copyright laws. Trail Genius is also not financially responsible in any way for the loss or replacement of any digital content on the clients servers related to but not limited to; software failure, hardware failure, physical damage from any cause. The Trail Genius software and map services are intended for the sole use of its client. The client does not have permission to sell, charge, copy, distribute, or reproduce in any way the software or digital assets behind the Trail Genius services and/or interface without documented permission from Trail Genius.

Jason Manders / Trail Genius
www.trailgenius.com
jason@trailgenius.com / 920-445-3720

Project Proposal Acceptance

I _____ representing the City of Manitowoc agree to the above pricing, terms and conditions of this project and approve this project for execution by Trail Genius LLC

Signature _____ Date: _____

Figure 1: Existing Trail/Park Info

