



20-0594

# CITY OF MANITOWOC

WISCONSIN, USA

[www.manitowoc.org](http://www.manitowoc.org)



May 28, 2020

## CONSENT

TO: Mayor and Common Council  
FROM: Board of Public Works  
SUBJECT: AGMT-20-06 with Hubbart Electric, Inc.

Dear Mayor and Common Council:

At the May 27, 2020 Board of Public Works meeting, the Board met to approve entering into AGMT-20-06 with Hubbart Electric, Inc. for installation of new light pole bases and power located on the Riverwalk by City Hall for a contract price of \$5,266.00.

"Moved by Director of Public Infrastructure, seconded by Alderperson Jim Brey, and unanimously carried accept the permanent easement. Ayes, 8. 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](mailto:dneuser@manitowoc.org)**

CONTRACT

This contract is made and entered into this 27 day of May, 2020, by and between Hubbart Electric, Inc. (hereinafter "Contractor"), located at 1334 South 15<sup>th</sup> Street, Manitowoc, WI 54220 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

**RECITALS**

**WHEREAS**, Hubbart Electric, Inc., located at 1334 South 15<sup>th</sup> Street, Manitowoc, WI 54220 intends to install new conduit, wire and pole bases located on River walk by City Hall in Manitowoc, WI as outlined in "Exhibit A", Hubbart Electric's Proposal.

**WHEREAS**, Hubbart Electric, Inc. has the ability to perform the required electrical work and shall install and supply all materials, labor and permits 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 \$5,266.00.
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 June 30, 2020.
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 Statues 62.15, a Class I Notice had been executed and published for this work on June 1, 2020.
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.

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

\_\_\_\_\_  
Sole Proprietor or Partner

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Partner

**CORPORATION**

Hubbarrt Electric Inc.  
Name of Corporation

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_

CORPORATE SEAL

**CITY OF MANITOWOC**

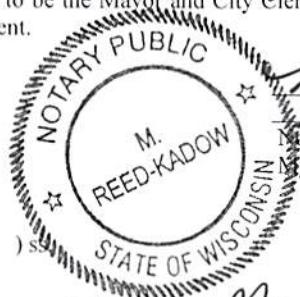
By: \_\_\_\_\_  
Justin M. Nickels, Mayor

Attest: \_\_\_\_\_  
Deborah Neuser, City Clerk

STATE OF WISCONSIN )

MANITOWOC COUNTY ) ss.

Personally came before me, this 27 day of May, 2020, 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.



\_\_\_\_\_  
Notary Public Manitowoc County, WI  
My commission (expires) (is) 8/15/21

STATE OF WISCONSIN )

MANITOWOC COUNTY )

Personally came before me, this 27 day of May, 2020, the above named Jason Hubbartt, President for Hubbarrt Electric, Inc. and acknowledge they executed the foregoing instrument.



\_\_\_\_\_  
Notary Public Manitowoc County, WI  
My commission (expires) (is) 1/22/21

# ***Hubbatt Electric Inc.***

1334 S. 15th  
Manitowoc, WI 54220

[jhubbatt@hubbarthelectric.com](mailto:jhubbatt@hubbarthelectric.com)

Phone: 920-686-1180  
Fax: 920-686-1181  
Cell: 920-973-5770

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4/23/20

City of Manitowoc  
Manitowoc, WI 54220

Re: New light pole bases and power.

Per your request I have the following proposal for installing new conduit, wire and pole bases located on river walk by City Hall in Manitowoc, WI 54220.

**Hubbatt Electric Inc. shall install and supply the following**

- **Trench between new pole locations.**
- **Install PVC to new poles.**
- **Install (12) new concrete pole bases.**
- **Install (12) hand holes for connections.**
- **Bore under sidewalk to new light pole location.**
- **Assist with pulling new wire to poles.**
- **Backfill trench, compact and spread seed affected areas.**

Hubbatt Electric Inc. shall install and supply all materials for electrical work to be done.  
The following price includes all labor, material and permits.

**The following price shall be \$5,266.00**

Thank you  
Hubbatt Electric Inc.

Jason Hubbatt  
President  
Estimator