

Public Infra
6-20-16

16-0571

CONTRACT

This contract is made and entered into this 15th day of June, 2016, by and between Vinton Construction Company (hereinafter "Contractor"), located at 2705 N. Rapids Road, 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, Vinton Construction Company located at 2705 N. Rapids Road, Manitowoc, WI 54220 intends to install a new 6 Inch Sanitary Building Sewer (Lateral) for 3617 Viebahn Street as outlined in "Exhibit A", Contractor's Proposal, "Exhibit B" City's Specifications, and "Exhibit C" City's Plan Sheet.

WHEREAS, Vinton Construction Company has the ability to perform the sanitary building sewer work needed on Viebahn Street.

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 are "Exhibit A", "Exhibit B" and "Exhibit C" and they are 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 \$9,902.00.
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 22, 2016.
5. Liquidated Damages. For every calendar day of delay in the completion of the work beyond the time specified, unless extended by written agreement, there shall be deducted from the amount due under this Contract as fixed, agreed and liquidated damages, the sum of One-Hundred Dollars (\$100).
6. 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. The Contractor shall be required to submit a Lien Waiver prior to the City processing the final payment.

7. **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.
8. **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.
9. **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.
10. **Sales Tax Exemption.** The Contractor shall be required to comply with Chapter 77 of Wisconsin State Statutes and more specifically Section 77.54(9m) as it relates to the sales tax exemption for building materials that become part of a facility for a local unit of government. (This is also known as 2015 Wisconsin Act 126).
11. **Contract Notice.** Per Wisconsin State Statutes 62.15, a Class I notice has been executed and published for this work.
12. **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.
13. **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 or indirectly 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, r agents.
14. **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.

15. Permits. No Permits are anticipated for this project.
16. Termination. Either party may terminate this Contract with ten (10) days written notice to the other party.
17. 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:
Vinton Construction Company
2705 N. Rapids Road
Manitowoc, WI 54220

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.

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

23. **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.
24. **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.
25. **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 a 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.
26. **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

VINTON CONSTRUCTION COMPANY
Name of Corporation

Sole Proprietor or Partner (Seal)

By: James J. Maples (Seal)
James J. Maples, President

Partner (Seal)

Attest: Michael J. Maples
Michael J. Maples, Vice President

Partner (Seal)

CORPORATE SEAL

CITY OF MANITOWOC

By: _____
Justin M. Nickels, Mayor

Attest: _____
Jennifer Hudon, City Clerk

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this _____ day of _____, _____, the above named Justin M. Nickels and Jennifer Hudon, known to me to be the Mayor and City Clerk/Deputy Treasurer of the City of Manitowoc and acknowledge they executed the foregoing instrument.

Notary Public Manitowoc County, WI
My commission (expires)(is) _____.

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me, this 15th day of JUNE, 2016, the above named James J. Maples, President and Michael J. Maples, Vice President, for Vinton Construction, Company and acknowledge they executed the foregoing instrument.



Joyce A. Cornils
Notary Public Manitowoc County, WI
My commission (expires)(is) 3.20.20



STATE OF MICHIGAN

Notary Public
My Commission Expires

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

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EXHIBIT "A"

**PROPOSAL
FOR**

2016 SANITARY BUILDING SEWER (LATERAL) CONSTRUCTION

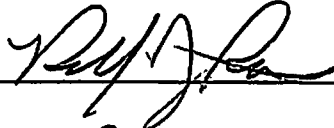
CITY OF MANITOWOC CONTRACT NO. QUOTE

Note: Bidder must fill in schedule of prices for all items of work.

ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL
Sanitary Building Sewer (Lateral) Construction 3617 Viebahn Street (CTH "CL")					
1.	Mobilization	LS	1	1500 ⁰⁰	1500 ⁰⁰
2.	Traffic Control	LS	1	600 ⁰⁰	600 ⁰⁰
3.	Ditch Checks	EA	1	150 ⁰⁰	150 ⁰⁰
4.	Furnish and Install 6" PVC Pipe (SDR-26) Sanitary Building Sewer (Lateral)	LF	45	110 ⁰⁰	4950 ⁰⁰
5.	8" Breaker Run Stone Material (6" stone max.)	SY	35	6.35	222.25
6.	8" Crushed Aggregate Base Course	SY	35	6.35	222.25
7.	Furnish & Install 3" Cold Mix Asphalt Patch	SY	35	38.50	1347.50
8.	3" Pulverized Topsoil, Fertilizer & Seed (Seed Mixture No. 40 @ 7#/1,000 SF)	SY	50	12 ⁰⁰	600 ⁰⁰
9.	Erosion Mat Class 1, Urban, Type A	SY	50	5.00	250 ⁰⁰
TOTAL FOR 3617 VIEBAHN STREET					9902⁰⁰

Contractor: Vinton Construction Co

Printed Name: Ron Razzino

Signature: 

Date: 6-9-16

EXHIBIT "B"

Rev. 5/25/16
By: G.J.M.

SPECIFICATIONS FOR SANITARY BUILDING SEWER (LATERAL)

AT 3617 VIEBAHN STREET (C.T.H. "CL")

1. All work shall be completed in accordance with the City of Manitowoc's Standard Specifications for Public Works Construction. The Standard Specifications can be found on the City's website at www.manitowoc.org and then go to Departments/Engineering/Standard Specifications.
2. The Contractor shall be required to enter into a Contract with the City of Manitowoc for this work. It is anticipated that this Contract would be approved at the June 20, 2016 Common Council Meeting. The Contractor shall be permitted to start construction after the City has signed the contract.
3. All work shall be completed on or before **July 22, 2016**.
4. The City of Manitowoc shall obtain a Utility Permit from the Manitowoc County Highway Department for the work in the Right-of-Way (ROW) of Viebahn Street.
5. The Manitowoc County Highway Department will furnish and install the detour route for the road closure. They will need one week advance notice of the start date for the road closure.
6. The Contractor shall furnish all of the necessary traffic control devices for protecting the work site and all advance warning and closure signage on Viebahn Street. The Contractor shall be permitted to close Viebahn St. between S. 35th and S. 42nd Street to through traffic for the installation of the lateral at 3617 Viebahn Street.
7. The Manitowoc County Highway Department shall be responsible for the permanent asphalt pavement patch for 3617 Viebahn Street. All costs for this work shall be paid for by the City of Manitowoc.
8. The Contractor shall construct a new six (6") inch sanitary building sewer (lateral) for 3617 Viebahn Street as shown on the plans and as directed by the Engineer.
9. The new 6 inch PVC Pipe (SDR-26) sanitary building sewer (lateral) for 3617 Viebahn Street shall be constructed from the mainline sewer pipe to the existing Right-of-Way (ROW) line, which is estimated to be 45 feet.
10. The Contractor shall cut down (lower) the existing riser pipe located at Station 78+75 or 42 feet west of manhole #33-11. The existing riser pipe shall be cut down (lowered) by a minimum of 0.85 feet in order to get below the existing 12 inch watermain. All costs for

cutting down the riser pipe shall be included in the unit price bid per lineal foot of the 6 inch sanitary building sewer (lateral) pipe.

11. The Contractor shall restore all disturbed pavement areas with 8 inches of breaker run stone material, 8 inches of crushed aggregate base course and 3 inches of cold mix asphalt. There are items in the proposal for this work.
12. The sewer pipe shall be bedded in conformance with Form #406 of the Standard Specifications.
13. The Contractor shall compact the backfill material in “two (2’) foot lifts” to assure good compaction, so that the pavement does not settle.
14. The Contractor shall furnish and install tracer wire along the new sanitary building sewer pipe in accordance with the City’s Standard Specifications. All costs for the tracer wire shall be included in the bid item for the 6 inch sanitary building sewer pipe.
15. The Contractor shall restore all disturbed lawn/ditch areas with 3 inches of pulverized topsoil, fertilizer and seed. The seed mixture shall be in compliance with D.O.T. No. 40 mix. The seed shall be applied at a rate of 7 pounds per 1,000 square feet.
16. The Contractor shall furnish and install erosion mat over all seeded areas. The Erosion Mat shall be Class 1, Urban, Type A.