

PT
4-15-19

CITY OF MANITOWOC

WISCONSIN, USA
www.manitowoc.org



March 26, 2019

19-0399

CONSENT

TO: Mayor and Common Council
FROM: Board of Public Works
SUBJECT: AGMT-19-08 Contract with Wendt Works, LLC

Dear Mayor and Common Council:

At the March 20, 2019 Board of Public Works meeting, the Board met to approve entering into a contract with Wendt Works, LLC d/b/a K & L Enterprises, LLC for portable bandshell renovation, AGMT-19-08, for a contract price of \$20,000.00.

"Moved by City Attorney Kathleen McDaniel, seconded by Comptroller/Deputy Treasurer Kim Lynch, and unanimously carried to enter into the contracts. Ayes, 5. Nays, none."

Very Truly Yours,

MACKENZIE REED-KADOW
Acting 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 21 day of March, 2019, by and between Wendt Works, LLC dba K & L Enterprises, LLC as stated throughout contract (hereinafter "Contractor"), located at 1900 School Street, Two Rivers, WI 54241 and the City of Manitowoc, Wisconsin, a Wisconsin municipal corporation (hereinafter "City"), located at 900 Quay Street, Manitowoc, Wisconsin 54220.

RECITALS

WHEREAS, K & L Enterprises, LLC located at 1900 School Street, Two Rivers, WI 54241 intends to renovate the portable bandshell as outlined in "Exhibit A", K & L Enterprises, LLC Proposal and per the "Exhibit B", City of Manitowoc Scope of Work.

WHEREAS, K & L Enterprises, LLC has the ability to provide materials and labor to update the appearance and improve functionality to extend the life of the bandshell as outlined in "Exhibit A" and "Exhibit B".

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 "Exhibit B", 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 \$20,000.00.
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 22, 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 Statues 62.15, a Class I Notice had been executed and published for this work on March 18, 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 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: K & L Enterprises, LLC
1900 School Street
Two Rivers, WI 54241

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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THE STATE OF WISCONSIN
COUNTY OF _____

Know all men by these presents, that _____
of the County of _____ State of Wisconsin,
do hereby certify that _____
is the true and correct _____

of the _____
of the _____
of the _____

FOR ANNUAL REPORT
Notary Public
State of Wisconsin

K & L Enterprises llc

"EXHIBIT A"

Lon Wendt, Owner 1900 School St Two Rivers, Wi 54241
Phone 920-793-8455 Fax 920-793-4775

Job Estimate

CUSTOMER NAME City of Manitowoc - Parks **PHONE** 920-686-6519

ADDRESS _____ **CITY, STATE, ZIP** Manitowoc Wi 54220

JOB DISCRIPTION renovation of portable bandshell - to include R&R 1/2"

plywood Flooring on risers, weather treat & paint, Fabricate (2500) Stairs, Repair shoes metal

where loose & repair holes & sand as needed, Pressure wash & prep for paint exterior & interior,

repair all electrical as needed, R&R Fluorescent Fixtures w/LED + 2 sprt lites Perform

preventative maintenance on all mechanical components, install doc leveling system if

able & in budget 168.0 hrs @ 95.00/hr 15960.00

MATERIAL..... \$ 4040.00

SHIPPING/CRATING _____

LABOR 15960.00

TAX _____

TOTAL ESTIMATE.. \$ 20,000.00

**TOTAL BALANCE DUE UPON
COMPLETION OF JOB**

CUSTOMER SIGNATURE _____ **DATE** 3-1-19

Scope of Work

Company: City of Manitowoc

Project: Portable Bandshell Renovation

Description:

- The City of Manitowoc has budgeted for the renovation of the portable bandshell. The goal is to update the appearance, improve the functionality and extend the life of the bandshell. We are seeking quotes from contractors to perform the demo and renovation of the interior and exterior of the bandshell. Below is a list of items that we have identified as needing replacement/updating. The full extent of what work needs to be performed will be determined by the contractor upon initial inspection of the bandshell.

Location:

- Parks dept. will deliver trailer to K&L enterprise. Work to be completed at K&L and picked up by parks dept. upon completion.

Deliverables:

- **Carpentry:**
 - Remove and replace plywood flooring.
 - Replace with ½ marine grade or weather treated(sealed/painted) plywood
 - Rebuild removable stairs
 - Re-use existing hardware if possible
 - Paint to match risers
- **Exterior:**
 - Sheet metal repair: Minor exterior sheet metal repair, securing/fastening sheet metal to frame. Fill/repair holes as need. Create water tight seems
 - Pressure wash: Clean and prep exterior for paint
 - Paint: Spray or roll exterior with high quality weather resistant paint. Grey?
- **Interior:**
 - Prep and paint interior. White
 - Prep and paint risers. Could paint riser frames before putting plywood back on. Match exterior/Grey?
 - Paint removable stairs to match risers
- **Electrical:** Full renovation and upgrade of electrical components.
 - Replace trailer connection wiring harness
 - Update outlets and/or breakers with GFCI
 - Preventative maintenance power panel, replace as needed
 - Preventative Maintenance/replace lighting wiring throughout
 - Replace 9 florescent fixtures with LED strips
 - Replace 2 flood lights with LED floods
- **Mechanical:** Full preventative maintenance on all mechanical components
 - Check and maintenance awning raising system(clean up and grease)
 - Check and maintenance manual jack stands(clean up and grease)
 - Replace tires as needed
 - Replace wheel bearings as needed
 - Explore installing electric motor leveling system
 - Repair e-brake system
 - PM all moving components

Timeline:

- Work needs to be completed prior to special events season, Memorial day is first scheduled event as of now.