

Park
11-21-16

16-1084

AGMT- 16-12

CONTRACT

This contract is made and entered into this _____ day of _____, 2016, 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 and install BCI Burke Basics, Intensity, Nucleus Play System at Silver Creek Park, 3001 South 10th Street, Manitowoc, WI 54220, as outlined in "Exhibit A and Exhibit B", Miller & Associates-Sauk Prairie, Inc. Quotation and Proposal.

WHEREAS, Miller & Associates-Sauk Prairie, Inc. has the ability to furnish, deliver and install play system, deliver 35 cu yards of Wood Mat and deliver and install Stone Border Edging at Existing Grade at Silver Creek Park, 3001 South 10th Street, Manitowoc, WI 54220, 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 **\$21,918.00**.
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, 2017**.
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 **Fifty Dollars (\$50)**.

6. 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).
7. 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.
8. 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.
9. 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.**
10. 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.
11. Contract Notice. Per Wisconsin State Statutes 62.15, a Class I Notice had been executed and published for this work on November 16, 2016.
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 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.
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. None Required.

16. Termination. Either party may terminate this Contract with ten (10) days written notice to the other party. Any labor and/or expenses incurred prior to cancellation will be billed at standard retail rates and will be due in full and billed immediately.

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: 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.

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, unless documented in writing and signed by the parties involved.

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 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.

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SITE SPORTS PARK PLAY

PO Box 154
 Prairie du Sac, WI 53578

www.MillerSaukPrairie.com

Office 608.643.8105
 800.953.8700
 Fax 608.643.7932

QUOTATION

Date: September 13, 2016
To: City of Manitowoc
Attn: Chad Scheinoha
Project: Silver Creek Park Play Equipment

MODEL/DESCRIPTION	AMOUNT
Design #30-95904-1	
BCI Burke Basics, Intensity, Nucleus Play System Delivered	\$ 13,588.00
Installation of #30-95904-1	\$ 5,700.00
35 cu yds Wood Mat Delivered, Spread by Owner (\$28.00/cu yd)	\$ 980.00
Stone Border Edging Delivered and Installed at Existing Grade	\$ 1,650.00

****All Work Based on Non-Prevailing Wage****

Playground Installation Includes:

- Provide & Install Concrete Footings for Play Equipment, on Normal Soil Conditions
- On Site Assembly of Play Equipment
- Installation and Assembly by BCI Burke Authorized Installer

Playground 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 (We apply a surcharge of 3% on all credit card purchases.)	Est. Ship:	4-6 Weeks ARO
		FOB:	Manitowoc, WI
		Quote Valid:	30 Days

*******NOTE*******

- Pricing DOES NOT INCLUDE any applicable tax.
- Materials will be shipped via common carrier. The purchaser is responsible for receiving (off-loading) and storage of all materials unless noted. This will require the use of a fork lift, skid steer with forks, or several men to break down the freight and off load the freight by "hand".
- Any damages or shortages must be noted on the bill of lading at the time of receiving the materials.
- Quotation is based on adequate access to the site to include truck with trailer, skid steer, and concrete ready mix truck.

Brenda Kvittek
 Sales Representative

"Exhibit B"

**City of Manitowoc
Manitowoc Silver Creek Park**

Proposal # 30-95904-1
September 12, 2016

Presented by
Miller & Associates – Sauk Prairie, Inc.



Burke®

Design Summary

Miller & Associates Inc. is pleased to present this Proposal for consideration for the Manitowoc Silver Creek 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: Manitowoc Silver Creek Park
- Project Number: 30-95904-1
- User Capacity: 29
- Age Groups: Ages 5-12 years
- Dimensions: 34' 3" x 28' 6"
- Designer Name: Joel Schleis

Miller & Associates Inc. has developed a custom playground configuration based on the requirements as they have been presented for the Manitowoc Silver Creek 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 # 30-95904-1 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 Manitowoc Silver Creek 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

733 SQ.FT.

PERIMETER

144 FT.

STRUCTURE SIZE

34' 3" x 28' 6"

STRUCTURE IS DESIGNED
FOR CHILDREN AGES:

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



Registered to ISO 9001
Registered to ISO 14001

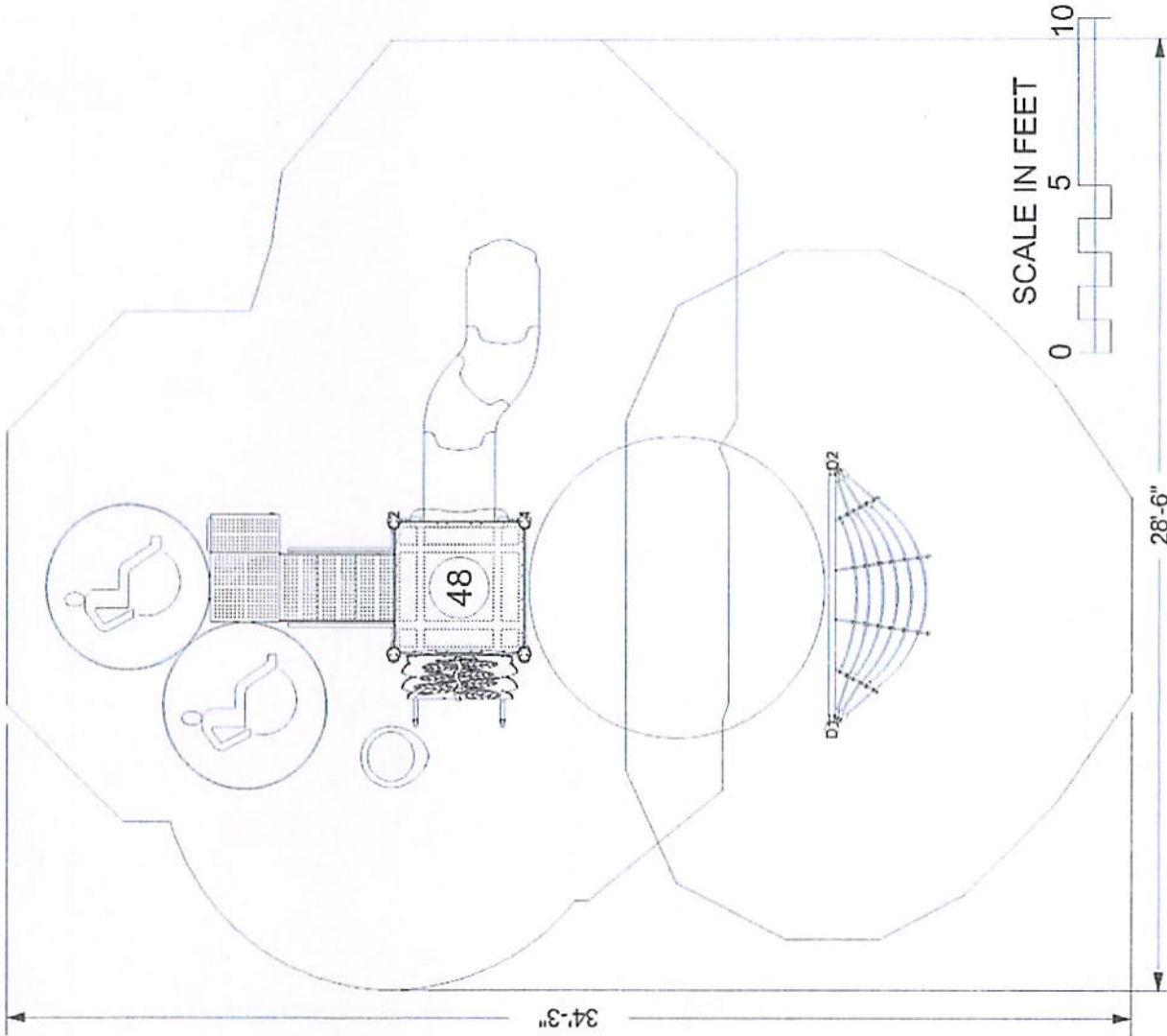


To verify product certification, visit www.ipema.org

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

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. U.S. CPSC recommends the separation of age groups in playground layouts.



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	6	RECD.	0
NUMBER OF ELEVATED PLAY EVENTS	3	PROVIDED	0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP	0	PROVIDED	3
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM	3	RECD.	2
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM	3	RECD.	2
NUMBER OF GROUND LEVEL PLAY EVENTS	3	PROVIDED	3
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS	2	RECD.	2



September 12, 2016

SERIES: Basics, Intensity, Nucleus

Manitowoc Silver Creek Park

Miller & Associates Inc.

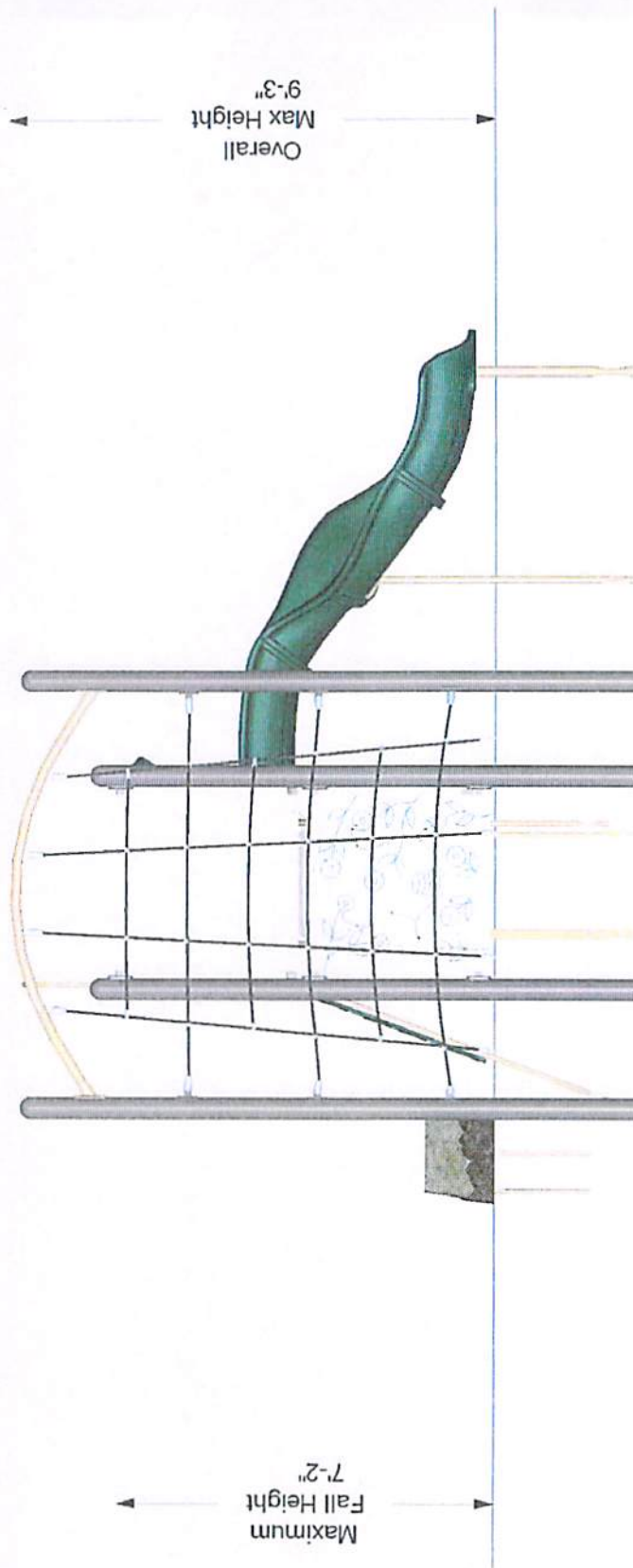
SITE PLAN

3001 E 10th St

30-95904-1

DRAWN BY: Joel Schleis

Manitowoc, WI 54220



The protective surfacing for this design must accommodate the critical fall height.

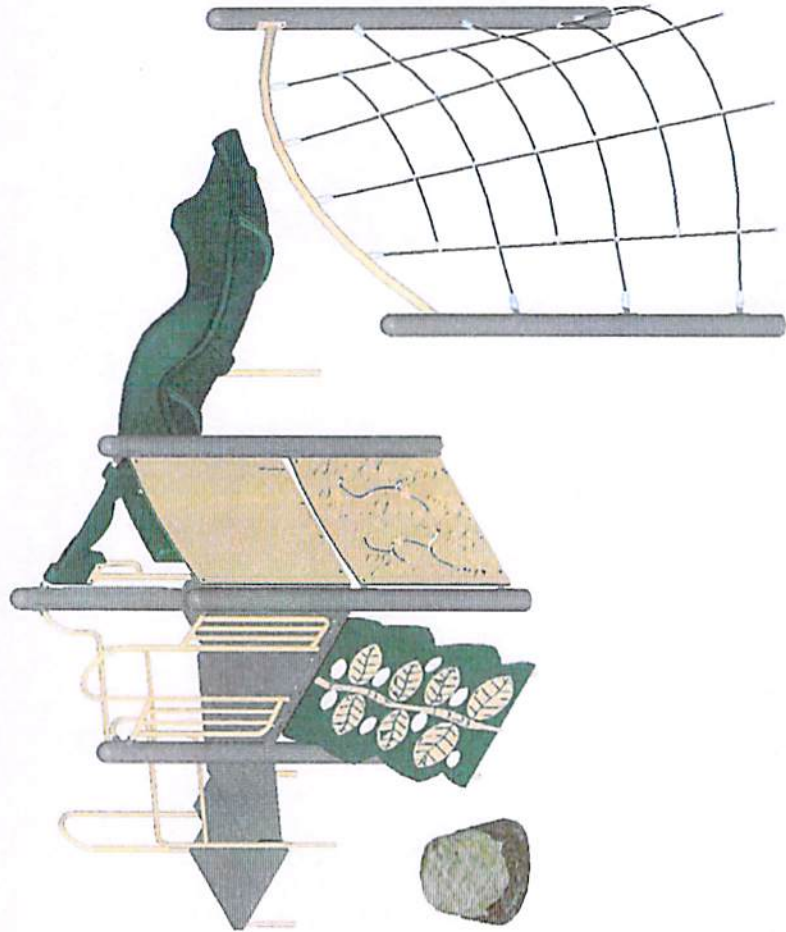
Burke

September 12, 2016

SERIES: Basics, Intensity, Nucleus
 ELEVATION PLAN
 DRAWN BY: Joel Schleis

Manitowoc Silver Creek Park
 3001 E 10th St
 Manitowoc, WI 54220

Miller & Associates Inc.
 30-95904-1



Burke

September 12, 2016

SERIES: Basics, Intensity, Nucleus

Manitowoc Silver Creek Park

Miller & Associates Inc.

ISOMETRIC PLAN

3001 E 10th St

30-95904-1

DRAWN BY: Joel Schleis

Manitowoc, WI 54220

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220

Proposal Prepared for:

Chad Scheinoha
 City of Manitowoc
 3001 E 10th St
 Manitowoc, WI 54220
 Phone: 920-686-6512

Project Location:

Manitowoc Silver Creek Park
 3001 E 10th St
 Manitowoc, WI 54220

Proposal Prepared by:

Miller & Associates Inc.
 P O. Box 154
 Prairie du Sac, WI 53578
 Phone: 608-643-8105
 Fax: 608-643-7932
 contact@millersaukprairie.com

Brenda Kvitek
 Phone: 612-209-7011
 brendak@millersaukprairie.com

Component No.	Description	Qty.	User Cap.	Ext. User Cap.	Weight	Ext. Weight
Burke Basics						
560-0553	NATURE PLAY STUMP - SMALL	1	1	1	66	66
Intensity						
370-0008	WILD WEB ROPE CLIMBER	1	6	6	77	77
Nucleus						
270-0112	UNITARY ENCLOSURE	1	0	0	34	34
270-0130	SQUARE PLATFORM	1	6	6	106	106
370-0720	TRANSFER STATION, HANDRAIL 48"	1	6	6	236	236
370-0805	JUNGLE VINE CLIMBER 48"	1	2	2	85	85
470-0540	VIPER S 48-56	1	2	2	158	158
570-0548	BUMBLE BEE PANEL, BELOW PLATF...	1	4	4	49	49
570-0572	ANIMAL TRACKS PANEL	1	2	2	46	46
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
670-0098	MODULAR HARDWARE, NUCLEUS	1	0	0	5	5
670-0099	INSTALLATION KIT, INTENSITY	1	0	0	2	2
670-0103	MAINTENANCE KIT, INTENSITY	1	0	0	0	0
670-0165	POST ASSEMBLY 5" OD X 123"	4	0	0	66	264
670-0166	POST ASSEMBLY 5" OD X 139"	2	0	0	74	148

Total User Capacity: 29
 Total Weight: 1,279 lbs.